

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION
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5 EDIE GOLIKOV, individually and on
6 behalf of all others similarly situated,

7 Plaintiff,

8 vs.

9 WALMART INC.,

10 Defendant.
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Case No. 24-cv-08211-RGK-MAR

**DECLARATION OF RICHARD
LYON IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO
DEFENDANT WALMART'S
MOTION TO COMPEL
ARBITRATION**

DECLARATION OF RICK LYON

I, Rick Lyon, declare and state as follows:

1. I am a member in good standing of the bar of the state of California and a partner in the law firm of Dovel Luner, LLP. I represent Plaintiff Edie Golikov in the above-referenced matter and am lead counsel for Ms. Golikov in this matter.

2. Attached as Exhibit A is Walmart.com November 28, 2017, “Terms of Use” that were submitted as an exhibit in the district court proceeding underlying the Ninth Circuit opinion in *Johnson v. Walmart Inc.*, 57 F.4th 677, 681-83 (9th Cir. 2023). The “Terms of Use” were downloaded from the docket publicly available on Pacer as Docket Entry No. 20-6 in *Johnson v. Walmart Inc.*, Case No. 1:20-cv-01360-KES-CDB (E.D. Cal.).

3. Attached as Exhibit B is Walmart.com June 2, 2021, “Terms of Use” that Walmart submitted as Docket Entry No. 66-9 in the above captioned matter.

4. Attached as Exhibit C is a redline document, created by my staff at my direction, which illustrates any changes in the 2021 “Terms of Use” (Ex. B) relative to the earlier 2017 version (Ex. A).

I declare under penalty of perjury that the foregoing is true and correct.
Executed this 19th day of May, 2025, at Santa Monica, California.

Richard Lyon:



EXHIBIT A

Walmart.com Terms of Use

Last Updated Nov. 28, 2017

NEW: Please review these Updated Terms of Use (effective 11/28/2017) carefully. They include a binding arbitration clause (see Section 20) requiring you and us to arbitrate our claims instead of suing in court, coverage of web and mobile apps, and other new services.

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1. Introduction

Welcome to the family of websites and applications provided by Walmart. These Terms of Use govern your access to and use of all Walmart Sites. By using the Walmart Sites, you affirm that you are of legal age to

enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use. If you violate or do not agree to these Terms of Use, then your access to and use of the Walmart Sites is unauthorized. Additional terms and conditions apply to some services offered on the Walmart Sites (e.g., Walmart Pharmacy, and Gift Cards). Those terms and conditions can be found where the relevant service is offered on the Walmart Sites and are incorporated into these Terms of Use by reference.

DEFINED TERMS: In these Terms of Use:

- When we say “**Walmart**,” we mean Wal-Mart.com USA, LLC and Wal-Mart Stores, Inc. and any subsidiaries of Wal-Mart Stores, Inc. (including any subsidiaries that Wal-Mart Stores, Inc. may form or acquire in the future). We also refer to Walmart as “**we**,” “**us**” and “**our**.” But when we say “**Walmart Entities**,” we mean Walmart and its affiliates; its and their suppliers, vendors, contractors, and licensors; and its and their directors, officers, employees, and agents.
- When we say “**Walmart Sites**,” we mean www.walmart.com, the Walmart mobile site <https://mobile.walmart.com>, the Walmart Apps, and all related functionality, services, and Content offered by or for Walmart on or through www.walmart.com and the Walmart Apps or the systems, servers, and networks used to make the Walmart Sites available.
- When we say “**Walmart Apps**,” we mean the official “Walmart App” for iPhone and Android, which can be downloaded from the iTunes App Store or the Google Play Store, the “Scan & Go” Mobile App and the “Walmart Grocery” App.
- When we say “**you**” or “**your**” we mean any user (like you!) of any Walmart Site.
- When we say “**Terms of Use**,” we mean these Terms of Use and all other terms and policies posted by Walmart on the Walmart Sites (and any updates by Walmart to these Terms of Use and those terms and policies).
- A few other key terms used in these Terms of Use:
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 - When we say “**Content**,” we mean merchandise information, product descriptions, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, and written and other materials.)

- When we say “**Ideas**,” we mean ideas, concepts, feedback, and know-how that you make available in connection with the Walmart Sites.
- When we say “**make available**,” we mean post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Walmart Sites administrated by third-party social media platforms (e.g., Facebook or Instagram) that allow interaction with the Walmart Sites through the tools offered by such social media platforms).
- When we say “**Materials**,” we mean Content that Walmart Entities make available on or through the Walmart Sites, including In Store Now information.

IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 20 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND WALMART ARE EACH GIVING UP OUR RIGHTS TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.

WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS: While there are important points throughout these Terms of Use, please note the warranty disclaimers and limitations on Walmart’s liability explained in Sections 17 and 18, respectively.

UPDATES: We may update these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use through the Walmart Sites. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Use incorporating such changes or otherwise notified you of such changes. By continuing to use or access any of the Walmart Sites after we post any changes, you accept the updated Terms of Use. The “*Last Updated*” legend above indicates when these Terms of Use were last changed.

2. Your Use of the Walmart Sites

You certify that the Content you provide on or through the Walmart Sites is accurate and that the information you provide on or through the Walmart Sites is complete. You are solely responsible for maintaining the confidentiality and security of your account including username, password, and PIN. Walmart is not responsible for any losses arising out of the unauthorized use of your

account. You agree that Walmart does not have any responsibility if you lose or share access to your device. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Walmart Sites. You agree that Walmart is not a party to any such agreement, nor is Walmart responsible for the content, accuracy, or unavailability of any method used for payment. Your account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Walmart Sites or any portion of the Walmart Sites, and (2) charge, modify, or waive any fees required to use any services, functionality or other content available through the Walmart Sites or any portion of the Walmart Sites.

- In connection with the Walmart Sites, you will not:
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 - Make available any Content through or in connection with the Walmart Sites that is or may be in violation of the content guidelines set forth in Section 3.C (Prohibited Content) below.
 - Make available through or in connection with the Walmart Sites any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
 - Use the Walmart Sites for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
 - Harvest or collect information about users of the Walmart Sites.
 - Interfere with or disrupt the operation of the Walmart Sites or the systems, servers, or networks used to make the Walmart Sites available, including by hacking or defacing any portion of the Walmart Sites; or violate any requirement, procedure or policy of such servers or networks.
 - Restrict or inhibit any other person from using the Walmart Sites.
 - Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Walmart Sites except as expressly authorized in these Terms of Use, without Walmart's express prior written consent.
 - Reverse engineer, decompile, or disassemble any portion of the Walmart Sites, except where such restriction is expressly prohibited by applicable law.
 - Remove any copyright, trademark, or other proprietary rights notice from the Walmart Sites.

- Frame or mirror any portion of the Walmart Sites, or otherwise incorporate any portion of the Walmart Sites into any product or service, unless you obtain Walmart's express prior written consent to do so.
 - Systematically download and store any Materials.
 - Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Materials, or reproduce or circumvent the navigational structure or presentation of the Walmart Sites, without Walmart's express prior written consent.
 - Cause injury to any person or entity.
 - Violate any law, rule, or regulation, or these Terms of Use.
 - You will not use the Walmart Sites or Walmart's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Walmart trademark, logo, URL, or product name without Walmart's written consent;
 - You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms of Use.
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3. Content and Ideas

A. Submitting Content and Ideas

Walmart provides functionality that enables users to make available Content and Ideas in connection with the Walmart Sites. Any text in Content should be written in English. You acknowledge and agree that you are responsible for all Content and Ideas you make available in connection with any Walmart Site. You represent and warrant that (1) you have the authority to grant the rights in such Content and Ideas as set forth in these Terms of Use, including in Section 3(B) below; and (2) such Content and Ideas, and the use of such Content and Ideas, will not violate any term of these Terms of Use. This means you will be responsible for the legality, the accuracy, the appropriateness, the originality, and your rights in any such Content and Ideas.

B. Walmart's Rights to Use Content and Ideas

You grant to Walmart a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works

from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) any Content that you make available, in any media or medium, and in any form, format, or forum now known or hereafter developed. You further agree that Walmart is free to use any Ideas for any purpose. Walmart may sublicense its rights in Content and Ideas through multiple tiers of sublicenses. Walmart is, and will be, under no obligation (1) to maintain any Content or Idea in confidence; (2) to pay any compensation for any Content or Idea; or (3) to respond to any Content or Idea. You grant to Walmart the right to use any name associated with any Content or Idea that you make available to Walmart, although Walmart has no obligation to exercise such right, or to otherwise provide any attribution for any Content or Idea.

C. Prohibited Content

You agree that you will not make available Content in connection with the Walmart Sites that:

- is false, fraudulent, inaccurate, or misleading;
- contains your full name(s), or any other confidential personally identifiable information of yourself or others;
- violates any local, state, federal, or international laws or is otherwise tortious;
- is protected by or would infringe on the rights of others (including Walmart), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Walmart in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Walmart;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Walmart, its related entities, employees, and agents;
- violates any policy posted on the Walmart Sites; or
- is intended to cause harm, damage, disable, or otherwise interfere with the Walmart Sites or our partners.

4. Monitoring by Walmart

Walmart will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Walmart Sites, including to determine compliance with these Terms of Use and any other operating rules that may be established by Walmart from time to time. Walmart will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through the Walmart Sites, for any reason, including violation of these Terms of Use, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Walmart for all claims resulting from any Content you make available.

5. Materials Available on the Walmart Sites

Walmart and its suppliers and licensors may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Walmart Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Walmart Sites, we would appreciate it if you let us know by contacting us at <http://help.walmart.com/>. (Your feedback is a big part of what helps Walmart to get better at helping you!)

NO MATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE WALMART ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

6. Merchandise

The Sites may make available listings, descriptions, and images of goods and services (collectively, “**Products**”). Such Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

We sell Products for children's use; however, these Products are intended for sale to adults.

Walmart has no liability to you for content on the Walmart Sites that you find to be offensive, indecent, or objectionable. Certain videos, movies, TV programs, video games, computer games, and other Products are labeled with age restrictions or are intended for individuals of certain ages or “mature audiences” only. By ordering an age restricted item, you certify that you satisfy the age restrictions.

Walmart is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Walmart Entity, Marketplace Retailer (as defined below in Section 16.A), our advertisers, or other third parties to whose sites we link. While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on Walmart Sites, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information

provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return), in accordance with Walmart's return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

7. Third Party Sites

References on Walmart Sites to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Walmart is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the Walmart Sites operate or otherwise interact, nor is Walmart responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

8. Placing an Order

A. Order Acceptance and Billing

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on

quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Walmart may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes. You will not be charged for most orders until the order has shipped. Some exceptions (when you will be charged at the time your order is placed) are: (i) orders or preorders paid for with a Gift Card, eGift Card, or PayPal account; and (ii) orders paid using the in-store "Cash" payment method.

Walmart reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Walmart also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, "reselling" will be defined as purchasing or intending to purchase any Product(s) from Walmart for the purpose of engaging in a commercial sale of the same Product(s) to a third party.

B. Pricing Information; Availability

Walmart cannot confirm the price or availability of an item until after your order is placed. Pricing or availability errors may occur on the Walmart Sites or through Marketplace Retailers. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product. Walmart reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Walmart. Walmart may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the Walmart Sites or from prices available in Walmart stores or on Walmart Apps.

C. Promotional Codes

Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

D. Gift Cards

The risk of loss and title to any gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable. Your purchase and use of gift cards is subject to the full terms and conditions related to gift cards, available at http://help.walmart.com/app/answers/detail/a_id/57.

9. Shipping and Delivery

Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Walmart Sites. All transactions are made pursuant to a shipping contract, and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier.

Delivery of Products purchased from the Walmart Sites to addresses outside the United States is limited. Some Products also have restricted delivery within the United States. Delivery restrictions are available at https://www.walmart.com/cservice/contextual_help_popup.gsp?modId=119506. Some Products may be available for pick up at physical Walmart store locations. Estimated delivery times are determined based on the method of shipping chosen when Products are purchased and the destination of the Products.

10. Export Policy

You acknowledge that (a) goods licensed or sold on the Walmart Sites, and (b) any software or technology purchased, downloaded, or used from the Walmart Sites, are subject to the customs and export control laws and

regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that no Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively “transferred”) to any territory (or national resident thereof), person, entity, or organization to which such Materials could not be transferred directly from the United States or by a U.S. person without a license, including without limitation to any person on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List.

11. Intellectual Property

The Walmart Sites and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights there (collectively, the “IP”) are owned or controlled by or licensed to Walmart, and are protected by U.S. and international trademark, copyright, and other intellectual property laws. Materials are licensed (not sold) to end users. Subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Sites, you may access, view, download, and print the Materials for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Materials; (2) do not modify or alter the Materials in any way; and (3) do not provide or make available the Materials to any third party in a commercial manner. In addition, subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Apps, we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Walmart Apps on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of these Terms of Use, you must immediately cease using the Walmart Apps and remove (that is, uninstall and delete) the Walmart Apps from your mobile device.

No license, right, title, or interest in the Walmart Sites or any Materials is transferred to you as a result of your use of the Walmart Sites or your accessing, viewing, downloading, or printing of the Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display,

modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Materials or the Walmart Sites. The Walmart Sites and Materials may be used only as a personal shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Walmart Sites and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of the Walmart Sites and Materials is the exclusive property of Walmart and is also protected by U.S. and international copyright laws.

WALMART, WAL-MART, the WALMART.COM names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Walmart Sites are trademarks or trade dress of Walmart in the U.S. and other countries. All other marks are the property of their respective companies.

12. Procedure for Making a Claim of Copyright Infringement

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Walmart Sites in a way that constitutes copyright infringement, please see our DMCA Procedure (available at http://help.walmart.com/app/answers/detail/a_id/254) for instructions on how to contact us to report possible copyright infringement.

13. Privacy

You acknowledge that any personal information that you provide through the Walmart Sites will be used by Walmart in accordance with Walmart's Privacy Policy (available at <http://corporate.walmart.com/privacy-security/walmart-privacy-policy>), which may be updated by Walmart from time to time. If you purchase an item on Walmart.com sold by a Marketplace Retailer or a Walmart supplier, Walmart may share certain information with that Marketplace Retailer or supplier to permit the Marketplace Retailer or supplier, as applicable, to fulfill and ship your order, process returns, and provide customer service.

14. Third-Party Software & Licensing Notices

The Walmart Sites may include certain third-party technologies and open source materials (collectively, “**Third-Party Technology**”). Your use of such Third-Party Technology is subject to these Terms of Use, as well as well the applicable terms and conditions of such third parties, set forth at https://help.walmart.com/app/answers/detail/a_id/1657/kw/software which is incorporated in these Terms of Use by reference.

15. Promotions

Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, “**Promotions**”) made available through the Walmart Sites may be governed by rules that are separate from these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

16. Terms Applicable to Special Walmart Services

A.Walmart Marketplace

Walmart operates an online marketplace program on the Walmart Sites (available at <https://marketplace.walmart.com/>) which enables Marketplace Retailers to sell their products alongside Walmart products and, once an order is placed, to ship such Marketplace Retailers’ products directly to the customer (the “**Walmart Marketplace**”). Any use of the Walmart Marketplace is subject to the following additional terms:

- When we say “**Marketplace Retailer**,” we mean any entity or retailer that sells goods or services in the Walmart Marketplace through the Walmart Sites, uses any order processing, fulfillment, shipping, or other services related to the Walmart Marketplace provided by or for Walmart, or uses any platform, portal, web service, application, interface, or other tool provided by or for Walmart in connection with the Walmart Marketplace.
- By purchasing a product from any of our Marketplace Retailers, you acknowledge that all Walmart Marketplace orders will be fulfilled by the third party Marketplace Retailer and not Walmart. The Marketplace Retailer (and not Walmart) will be responsible for all processing, shipping, returns, and customer service related to your Walmart Marketplace order. Products purchased from a Marketplace Retailer can only be returned to that Marketplace Retailer in accordance with its return policy and cannot be returned to Walmart

stores or Walmart.com. Each Marketplace Retailer's shipping information, return policy, customer service information, and Marketplace Privacy Policy can be found on that Marketplace Retailer's Seller Information page. For other terms that apply to Walmart Marketplace, including important notices and disclosures, see About Marketplace ([athttp://help.walmart.com/app/answers/detail/a_id/997](http://help.walmart.com/app/answers/detail/a_id/997)).

- To the fullest extent provided by applicable law, Walmart has no responsibility or liability for any Marketplace Retailer or their products.

B. iOS Walmart App

In addition to your agreement with these Terms of Use, the following provisions apply with respect to your use of any version of the Walmart App compatible with the iOS operating system of Apple Inc. ("**Apple**"):

- Apple is not a party to these Terms of Use and does not own and is not responsible for any Walmart App. Apple is not providing any warranty for the Walmart App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Walmart App and will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the Walmart App, including any third-party product liability claims, claims that the Walmart App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Walmart App, including those pertaining to intellectual property rights, must be directed to Walmart in accordance with the "How to Contact Us" section.
- The license you have been granted in these Terms of Use is limited to a non-transferable license to use the Walmart App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the Walmart App, such as your wireless data service agreement.
- You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Use and, upon your acceptance of the terms and conditions of these Terms of Use, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof; notwithstanding the foregoing, Walmart's right to enter into, rescind or terminate any variation, waiver, or settlement under these Terms of Use is not subject to the consent of any third party.

C. Mobile Checkout Services

Walmart Apps may enable customers to scan products at Walmart stores with their mobile devices and use mobile checkout solutions (“**Mobile Checkout Services**”). Any use of the Mobile Checkout Services is subject to the following additional terms:

- You agree to accurately scan all products before checkout when using any Mobile Checkout Services, and to pay for all products you obtain from any Walmart store. If you are unable to scan any products for any reason (including due to lack of connectivity with your mobile service), please consult with a Walmart employee to make sure all items are reflected on your physical or electronic receipt.
- You agree that Walmart may review the products in your possession and/or your receipt or proof of purchase on your mobile or other electronic device at any time and request that any products be re-scanned, and that any product or order price be re-calculated. In the event you and any Walmart employee calculate different totals for your purchase, the calculation confirmed by the Walmart employee will be the amount payable by you.
- You agree to fully cooperate with us and our employees during your use of any Mobile Checkout Services, including by providing any identification or verification required for the purchase of certain products.
- We may restrict, suspend, or terminate your right to use any Mobile Checkout Services at any time in our sole discretion. We may cease or suspend offering any Mobile Checkout Services at any time without notice to you.

D. Walmart Pay

“**Walmart Pay**” is a feature built into the Walmart App that allows you to use your smartphone to pay for in-store purchases. Any use of the Walmart Pay service is subject to the following additional terms:

- By using Walmart Pay or otherwise by agreeing to these Terms of Use, you agree to receive an eReceipt in lieu of a paper receipt for all purchases made through Walmart Pay. You must register through a Walmart.com account to receive eReceipts (see below for more information).
- There is no charge from us to use Walmart Pay, but your data service provider’s message and data charges may apply. Except as otherwise provided by law, we may block, restrict, suspend or terminate your use of Walmart Pay at any time, without notice, and in our sole discretion.
- All Walmart policies applicable to sales occurring at a store location, including those regarding Ad Match, Price Matching, Coupon use, Returns, and Exchanges, apply to purchases made through Walmart Pay. We reserve the right to limit the availability of Walmart Pay during specific times, for specific items, or for certain events or promotions.
- Some products or services may not be eligible for purchase using Walmart Pay, or may require additional verification prior to completion of purchase through Walmart Pay. These products and services may include but are not limited to: tobacco, alcohol, firearms, optical

or photo products and services, or products requiring a service agreement such as wireless, automotive, or financial products.

- Your device's camera must be enabled in order to use Walmart Pay to complete the checkout process and to use additional features. Enabling the Walmart App to utilize location services on your device may provide you with access to other Walmart Pay features. You can turn off location services at any time on your device.

E. eReceipts

Certain Walmart Sites may permit or require the use of electronic receipts ("**eReceipt**") for purchases made by you through a mobile device or other electronic device. Your eReceipt is a digital copy of your Walmart in-store purchase receipt. Any use of the Walmart eReceipt service is subject to the following additional terms:

- To register for eReceipts, you must first have an account with Walmart.com and then validate your mobile number via a text message. Walmart.com accounts are subject to these Terms of Use. If you initiate the registration process for eReceipts at the cash register, you will be required to enter a mobile number into the PIN pad and then validate your mobile number via a text message. By registering for Walmart eReceipts, you consent to receive an automated text message and accept any message and data rates that may apply for receipt of a text message.
- There is no charge from us to use Walmart eReceipts, but your data service provider's message and data charges may apply. Walmart and text message carriers are not liable for delayed or undeliverable messages.
- All information provided to Walmart by users of the Walmart eReceipts will be subject to our Privacy Policy.
- We may alter, suspend, or terminate your use of Walmart eReceipts at any time at our discretion, without notice to you. We are not responsible for any losses associated with your inability to access the Internet and/or Walmart eReceipts. Requesting an eReceipt at the register will not automatically submit your eReceipt. Use of the Walmart eReceipts service is subject to all applicable laws and regulations.

F. Walmart Online Grocery Services

Any use of the Walmart Grocery service (available at <http://grocery.walmart.com/>) is subject to the following additional terms:

i. Orders

- Once you have placed an order for Walmart online grocery services, we will send you an order acknowledgment by email setting out what you have ordered. This is not an order confirmation or acceptance from us.

- There may be a minimum order value, which may change from time to time. In addition to the price of goods, a delivery charge as shown at checkout, if applicable, will also be payable by you. All prices quoted are exclusive of tax and you will see estimated taxes and fees when you place the order. The final taxes and fees will be calculated on the day your order is picked and delivered, or picked up, as applicable. In the event your order must be fulfilled using products of different weight or volume than what you ordered, you will be charged only for the actual weight or volume delivered.
- Due to shipment and delivery times, there are limitations on when changes or cancellations to orders can be made. These limitations will be provided when you place your order. For grocery orders that are delivered to you, title to the goods purchased by you and the related risk of loss on these items passes to you upon delivery of the items to the carrier.
- We may, in our discretion, provide you with a refund in certain circumstances. If you are not satisfied with your order, please contact the Walmart Grocery Contact Center at 1-800-924-9206.
- We will not provide you a refund for certain goods which by nature cannot be returned. Such items include items which cannot be resold for health and hygiene reasons once unwrapped (for example body jewelry, mattresses, bedding, certain items of clothing, personal grooming products, medicines, and certain baby products, etc.).
- Notwithstanding the foregoing, all refunds will be subject to our discretion.

ii. Walmart Online Grocery Services Delivery and Pickup

- We aim to deliver your goods within the delivery or pickup window you selected when placing your order, but do not guarantee that goods will be delivered or available for pickup on or by a certain date. Walmart will not be liable for delivering the goods outside of the requested delivery or pickup slot or failing to deliver or make available for pickup all or any of the goods in your order.
- We can only deliver to an address stored in your address book in your account on the Walmart Grocery Site.

iii. Walmart Online Grocery Services Pricing

- Pricing for Walmart Grocery items will be the same prices as if you shopped in the store that packs and delivers the items. If an item's price changes between the time you place your order and the day your order is packed for delivery, we will charge you the lower price. If you have chosen to allow substitutions for your order, and substitutions are made, you will also be charged for the lower priced item. Please note that due to differences in distribution, regional competition, and other factors, prices may vary between stores, and so the prices you see online may not match all stores, only the store where your order is packed. Walmart Grocery does not match prices from other online or physical stores, or Walmart stores other than the one where your items are picked and packed.

iv. Walmart Online Grocery Services Promotion Codes

- Walmart Grocery Promotion Codes (“**Grocery Promo Codes**”) are valid only on orders placed for Walmart online grocery services, subject to the terms of this Section. Your use of a Grocery Promo Code indicates your agreement to be bound by these Terms of Use and any Grocery Promo Code terms on the promotion offer itself. Walmart will only honor a Grocery Promo Code if it is used in accordance with all applicable terms.
- Only promotional codes issued by Walmart can be used for Walmart online grocery services. Grocery Promo Codes cannot be used in Walmart stores. Grocery Promo Codes issued by Walmart are, and will remain, the property of Walmart and are not transferable, cannot be resold, and have no cash value unless otherwise stated. Grocery Promo Codes may not be used for alcohol purchases.
- Grocery Promo Codes can be added to your Walmart online grocery order by entering the code at checkout or by selecting a saved offer in checkout. To apply a Grocery Promo Code to your order, you must select it in the “Review Order” section at checkout. Use of a Grocery Promo Code may be subject to you providing proof of entitlement to use the Grocery Promo Code.
- All Grocery Promo Codes have an expiration date after which they cannot be used for any order. Grocery Promo Code values may be adjusted if the total discount value is greater than the value of your order.
- We reserve the right to withdraw or cancel any Grocery Promo Code at any time, either as a whole, or for specific goods or delivery areas. If this happens, then the Grocery Promo Codes may not be used for any orders placed after the date of withdrawal or cancellation. We reserve the right to reject or cancel the use of a Grocery Promo Code where fraud or misuse is suspected. You will have no claim against Walmart in connection with such rejection or cancellation of a Grocery Promo Code. Walmart will not be liable to any customer or household for any financial loss arising out of the cancellation or withdrawal of any Grocery Promo Code or any failure or inability of a customer to use a Grocery Promo Code for any reason.
- Grocery Promo Codes may not be copied, reproduced, published, or distributed directly or indirectly in any form for use by anyone other than the original recipient. By using a Grocery Promo Code, you warrant that you are the duly authorized recipient of it.

G. Walmart Digital Photo Center

Any use of the Walmart Digital Photo Center (available at www.walmart.com/Photo) is subject to the following additional terms:

- Walmart claims no ownership rights to the photos, photo files, albums, projects, captions, or prints (collectively defined as “**Photos**”), that you place in your Walmart Digital Photo Center Account. However, by uploading Photos into your Walmart Digital Photo Center Account, you agree to waive all moral rights to those images. In addition, you grant to Walmart a nonexclusive, worldwide, royalty-free license, so we can download, upload, copy, print, display, reproduce, modify, publish, post, transmit, distribute, and otherwise make available the photos included in your Walmart Digital Photo Center Account for the purpose of

displaying Photos to the people you select and to fulfill orders. We will not use or modify your Photos for marketing purposes or any other purposes without obtaining your express permission.

- You are responsible for monitoring and creating backup copies of the Photos stored in your account. Walmart Digital Photo Center is not provided to you under any warranty. Walmart will not be liable for any damage to your photos, albums, rolls, or uploads, including but not limited to loss, deletion or alteration.
- Walmart may terminate your service or access to the Walmart Digital Photo Center and delete any and all information, including but not limited to your Photos, without notice, for any reason including, but not limited to (1) your violation of these Terms of Use or other policies set by Walmart elsewhere on the Walmart Sites; (2) online conduct that Walmart believes is harmful to other customers, the business of Walmart, or other third-party information providers; and (3) failure to access your account for one (1) year.
- Walmart reserves the right to disclose any Photos made available by you or any other customers as necessary to satisfy any law, regulation, or governmental request, or to edit, refuse to submit or to remove any Photos, in whole or in part, that in Walmart's judgment are unsuitable or in violation of these Terms of Use or other policy set by Walmart elsewhere on the Walmart Sites. Walmart may delete, move, and edit Photos for any reason, at any time, without notice.
- By making available Photos, you warrant that you are the sole author and owner of the Photos, or that you have obtained all required releases or permissions to permit copying, printing, licensing of the Photos, and your use of the Walmart Digital Photo Center, as set forth in these Terms of Use.
- Walmart reserves the right to require that you obtain a signed copyright release form from the photographer or studio for photographs that are signed, stamped, or otherwise identified by any photographer or studio as copyrighted material, or any photograph that appears to have been taken by a professional photographer or studio, even if it is not marked with any sort of copyright. In such cases, negatives or digital images of a copyrighted image will be returned to you unprinted and you will be provided instructions on how to present Walmart with a signed copyright release. Copyright owner release forms and copyright permission release forms are available in-store at the Walmart Digital Photo Center.
- Walmart will not assist in the copying of any state or federal document, including but not limited to driver's licenses, passports, and social security cards.
- As a convenience to Walmart customers, Walmart may make third-party software available through the Walmart Digital Photo Center either through physical distribution or by download. To use such software, you will agree to the terms and conditions imposed by the third party provider. Unless otherwise stated in any specific agreement, the agreement to use such software will be solely between you and the third party provider.
- Walmart uses commercially reasonable efforts to maintain the availability of the Walmart Digital Photo Center 24 hours a day, 7 days a week, and provide photo processing within

the time frame communicated to you. However, Walmart will not be liable to you for any unexpected outage or disruption of service. One-hour photo services are subject to limitations on store equipment and processing capacity, and actual pick-up times may vary.

- Making available any Photos to Walmart for processing, printing, storage, transmission or other handling constitutes an agreement by you that any damage to your Photos or computer system, or any loss of data, by Walmart, its subsidiaries, employees, or agents, even if caused by negligence or other fault, will only entitle you to replacement with a like amount of storage and processing. Except for replacement, to the fullest extent provided by applicable law, the handling of any Photos is not under warranty or liability, and recovery for any incidental or consequential damages is excluded.
- You understand and agree that any Content, including but not limited to Photos and software, downloaded or otherwise obtained through the use of the Walmart Digital Photo Center is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that may result in the download or upload of such material. Your use of the Walmart Digital Photo Center may expose you to Photos you may feel objectionable. You take sole responsibility for such exposure.

H. Scan & Go Mobile App

Any use of the Walmart Scan & Go App ("**SNG App**") is subject to the following additional terms:

i. Accessing and Using the SNG App

- Walmart may alter, suspend, or terminate use of the SNG App at any time at its discretion without notice to you.
- For certain large SNG App purchases, you will be asked to confirm your payment method and identity with a Walmart associate located at the store exit by presenting the credit card used for the transaction and a government-issued photo identification. If you are unable or unwilling to do so, you must pay for your purchase using traditional check-out methods. Please consult your local Walmart store for further details.
- Some items (i.e., alcohol, tobacco, gift cards that are not pre-activated, tires, car batteries, hearing center items, R-rated movies and games, prescriptions and some harsh chemicals) cannot be purchased using the SNG App.

ii. License Grant and Use Restrictions

- The SNG App, including software embedded in the SNG App, is licensed, not sold, to you by Walmart only under these Terms of Use, and Walmart reserves all rights not expressly granted to you.
- Walmart does not own the media or device on which the SNG App is recorded or stored, but Walmart and its licensors retain ownership of the SNG App itself.

- The SNG App is available only for supported devices, and is not available for all devices. Please check to determine whether a specific device-software combination is supported by the SNG App. You may not use the SNG App on devices that are not supported.
- You may not distribute or make the SNG App available over a network where it could be used by multiple devices at the same time. You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the SNG App available.
- With respect to updates to the SNG App that Walmart may make available for download, these Terms of Use allow you to download such SNG App updates to update or restore the SNG App on any supported device.

17. Disclaimer of Warranties

THE WALMART SITES, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART SITES, ARE PROVIDED BY WALMART ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO WALMART ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WALMART SITES OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART SITES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WALMART ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE WALMART ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THE WALMART SITES. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE WALMART SITES IS AT YOUR SOLE RISK. THIS SECTION 17 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY WALMART TO YOU THROUGH THE WALMART SITES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WALMART SITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WALMART SITES MAY NOT BE SECURE AND MAY

BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WALMART ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE WALMART SITES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

18. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WALMART WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WALMART SITES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF A WALMART ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE WALMART SITES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE

FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE WALMART SITES.

19. Indemnification

You agree to defend (at Walmart's option), indemnify, and hold the Walmart Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Walmart Sites or any breach by you of these Terms of Use. Walmart reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Walmart if and as requested by Walmart in the defense and settlement of such matter.

20. Disputes & Arbitration; Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the Walmart Sites constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and Walmart will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND WALMART, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT WALMART AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by

Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

These Terms of Use will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of California, without regard to conflicts of law principles.

21. Termination

These Terms of Use are effective unless and until terminated by either you or Walmart. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Walmart Sites. We also may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to the Walmart Sites, if in our sole discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Walmart, you must promptly destroy all Materials and other Content downloaded or otherwise

obtained from the Walmart Sites, as well as all copies of such Content, whether made under these Terms of Use or otherwise. The following sections will survive any termination of these Terms of Use: "Your Use of the Walmart Sites," "Content and Ideas," "Monitoring by Walmart," "Materials Available on the Walmart Sites," "Merchandise," "Third Party Sites," "Placing an Order with Walmart," "Shipping and Delivery," "Export Policy," "Intellectual Property" (excluding the rights granted to you in that Section), "Privacy," "Third-Party Software & Licensing Notices," "Indemnification," "Termination," "Disclaimer of Warranties," "Limitation of Liability," "Disputes & Arbitration," and "General".

22. General

These Terms of Use represent the complete agreement and understanding between you and Walmart and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Walmart. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. The failure of Walmart to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Walmart's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to this these Terms of Use) may be made via posting to the Walmart Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in

printed form.

23. Filtering

This is to notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that we do not endorse any of the products or services listed on such site.

24. How to Contact Us

If you have any questions or comments, please contact us at <https://help.walmart.com/>, or by mail at the following address: Walmart.com; 850 Cherry Ave., San Bruno, CA 94066.

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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Walmart Apps: ©2009-2017 Wal-Mart Stores, Inc. All Rights Reserved.

Last updated on November 28, 2017

EXHIBIT B

Walmart.com Terms of Use – June 3, 2021 @ 11:39 CT

Last Updated May 28, 2021

Please review these Terms of Use carefully.

IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 20 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND THE WALMART ENTITIES ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

1. Introduction

Welcome to the family of websites and applications provided by Walmart. These Terms of Use govern your access to and use of all Walmart Sites among other things. By using the Walmart Sites, you affirm that you are of legal age to enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use and your parent or guardian consents to these Terms of Use on your behalf. If you violate or do not agree to these Terms of Use, then your access to and use of the Walmart Sites is unauthorized. Additional terms and conditions apply to some services offered on the Walmart Sites (e.g., Walmart Pharmacy, Walmart +, and Gift Cards) or through other channels. Those terms and conditions can be found where the relevant service is offered on the Walmart Sites or otherwise and are incorporated into these Terms of Use by reference.

DEFINED TERMS: In these Terms of Use:

- When we say “**Walmart**,” we mean Wal-Mart.com USA, LLC and Walmart Inc., and any subsidiaries of Wal-Mart Stores, Inc. (including any subsidiaries that Walmart Inc. may form or acquire in the future), and their affiliates, directors, officers, employees and agents. We also refer to Walmart as “**we**,” “**us**” and “**our**.” But when we say “**Walmart Entities**,” we mean Walmart; its suppliers, vendors, contractors, and licensors.
- When we say “**Walmart Sites**,” we mean www.walmart.com, the Walmart Apps, and all related functionality, services, and Content offered by or for Walmart on or through www.walmart.com and the Walmart Apps or the systems, servers, and networks used to make the Walmart Sites available.
- When we say “**Walmart Apps**,” we mean the official “Walmart App” for iPhone and Android, which can be downloaded from the iTunes App Store or the Google Play Store.
- When we say “**you**” or “**your**” we mean any user (like you!) of any Walmart Site and any person who has notice of these Terms of Use.

- When we say “**Terms of Use**,” we mean these Terms of Use and all other terms and policies posted by Walmart on the Walmart Sites (and any updates by Walmart to these Terms of Use and those terms and policies).
- A few other key terms used in these Terms of Use:
 - When we say “**Content**,” we mean merchandise information, product descriptions, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, and written and other materials.)
 - When we say “**Ideas**,” we mean ideas, concepts, feedback, and know-how that you make available in connection with the Walmart Sites.
 - When we say “**make available**,” we mean post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Walmart Sites administered by third-party social media platforms (e.g., Facebook or Instagram) that allow interaction with the Walmart Sites through the tools offered by such social media platforms).
 - When we say “**Materials**,” we mean Content that Walmart Entities make available on or through the Walmart Sites, including In Store Now information.

WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS: While there are important points throughout these Terms of Use, please note the warranty disclaimers and limitations on Walmart’s liability explained in Sections 17 and 18, respectively.

UPDATES: We may update these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use through the Walmart Sites. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Use incorporating such changes or otherwise notified you of such changes. You agree that it your responsibility to regularly check Walmart.com for any updated Terms of Use. In addition, by continuing to use or access any of the Walmart Sites or otherwise engaging with Walmart after we post any changes, you accept the updated Terms of Use. The “Last Updated” legend above indicates when these Terms of Use were last changed.

2. Your Use of the Walmart Sites

You certify that the Content you provide on or through the Walmart Sites is accurate and that the information you provide on or through the Walmart Sites is complete. You are solely responsible for maintaining the confidentiality and security of your account including username, password, and PIN. Walmart is not responsible for any losses arising out of the unauthorized use of your account. You agree that Walmart does not have any responsibility if you lose or share access to your device. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Walmart Sites. You agree that Walmart is not a party to any

such agreement, nor is Walmart responsible for the content, accuracy, or unavailability of any method used for payment. Your account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Walmart Sites or any portion of the Walmart Sites, and (2) charge, modify, or waive any fees required to use any services, functionality or other content available through the Walmart Sites or any portion of the Walmart Sites.

- In connection with the Walmart Sites, you will not:
 - Make available any Content through or in connection with the Walmart Sites that is or may be in violation of the content guidelines set forth in Section 3.C (Prohibited Content) below.
 - Make available through or in connection with the Walmart Sites any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
 - Use the Walmart Sites for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
 - Harvest or collect information about users of the Walmart Sites.
 - Interfere with or disrupt the operation of the Walmart Sites or the systems, servers, or networks used to make the Walmart Sites available, including by hacking or defacing any portion of the Walmart Sites; or violate any requirement, procedure or policy of such servers or networks.
 - Restrict or inhibit any other person from using the Walmart Sites.
 - Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Walmart Sites except as expressly authorized in these Terms of Use, without Walmart's express prior written consent.
 - Reverse engineer, decompile, or disassemble any portion of the Walmart Sites, except where such restriction is expressly prohibited by applicable law.
 - Remove any copyright, trademark, or other proprietary rights notice from the Walmart Sites.
 - Frame or mirror any portion of the Walmart Sites, or otherwise incorporate any portion of the Walmart Sites into any product or service, unless you obtain Walmart's express prior written consent to do so.
 - Systematically download and store any Materials.
 - Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Materials, or reproduce or circumvent the navigational structure or presentation of the Walmart Sites, without Walmart's express prior written consent.
 - Cause injury to any person or entity.
 - Violate any law, rule, or regulation, or these Terms of Use.
- You will not use the Walmart Sites or Walmart's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Walmart trademark, logo, URL, or product name without Walmart's written consent;

- You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms of Use.

3. Content and Ideas

A. Submitting Content and Ideas

Walmart provides functionality that enables users to make available Content and Ideas in connection with the Walmart Sites. Any text in Content should be written in English. You acknowledge and agree that you are responsible for all Content and Ideas you make available in connection with any Walmart Site. You represent and warrant that (1) you have the authority to grant the rights in such Content and Ideas as set forth in these Terms of Use, including in Section 3(B) below; and (2) such Content and Ideas, and the use of such Content and Ideas, will not violate any term of these Terms of Use. This means you will be responsible for the legality, the accuracy, the appropriateness, the originality, and your rights in any such Content and Ideas.

B. Walmart's Rights to Use Content and Ideas

You grant to Walmart a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) any Content that you make available, in any media or medium, and in any form, format, or forum now known or hereafter developed. You further agree that Walmart is free to use any Ideas for any purpose. Walmart may sublicense its rights in Content and Ideas through multiple tiers of sublicenses. Walmart is, and will be, under no obligation (1) to maintain any Content or Idea in confidence; (2) to pay any compensation for any Content or Idea; or (3) to respond to any Content or Idea. You grant to Walmart the right to use any name associated with any Content or Idea that you make available to Walmart, although Walmart has no obligation to exercise such right, or to otherwise provide any attribution for any Content or Idea.

C. Prohibited Content

You agree that you will not make available Content in connection with the Walmart Sites that:

- is false, fraudulent, inaccurate, or misleading;
- contains your full name(s), or any other confidential personally identifiable information of yourself or others;
- violates any local, state, federal, or international laws or is otherwise tortious;

- is protected by or would infringe on the rights of others (including Walmart), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Walmart in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Walmart;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Walmart, its related entities, employees, and agents;
- violates any policy posted on the Walmart Sites; or
- is intended to cause harm, damage, disable, or otherwise interfere with the Walmart Sites or our partners.

4. Monitoring by Walmart

Walmart will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Walmart Sites, including to determine compliance with these Terms of Use and any other operating rules that may be established by Walmart from time to time. Walmart will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through the Walmart Sites, for any reason, including violation of these Terms of Use, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Walmart for all claims resulting from any Content you make available.

5. Materials Available on the Walmart Sites

Walmart and its suppliers and licensors may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Walmart Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Walmart Sites, we would appreciate it if you let us know by contacting us at <http://walmart.com/help>. (Your feedback is a big part of what helps Walmart to get better at helping you!)

NO MATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE WALMART ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

6. Merchandise

The Sites may make available listings, descriptions, and images of goods and services (collectively, "Products"). Such Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

We sell Products for children's use; however, these Products are intended for sale to adults.

Walmart has no liability to you for content on the Walmart Sites that you find to be offensive, indecent, or objectionable. Certain videos, movies, TV programs, video games, computer games, and other Products are labeled with age restrictions or are intended for individuals of certain ages or "mature audiences" only. By ordering an age restricted item, you certify that you satisfy the age restrictions.

Walmart is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Walmart Entity, Marketplace Retailer (as defined below in Section 16.A), our advertisers, or other third parties to whose sites we link.

While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on Walmart Sites, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return), in accordance with Walmart's return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

7. Third Party Sites

References on Walmart Sites to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Walmart is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the Walmart Sites operate or otherwise interact, nor is Walmart responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

8. Placing an Order

A. Order Acceptance and Billing

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through your Walmart.com account, including on Walmart affiliated sites and properties which you access via your Walmart.com account credentials. Walmart participates in account update services offered by some banks. If your bank participates in account updater services, these services will automatically update your card number or expiration date in our system when it changes. If you do not want to have your cards automatically updated, you can opt out of these services by contacting your issuing bank. All billing information you provide to

us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Walmart may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes. You will not be charged for most orders until the order has shipped. Some exceptions (when you will be charged at the time your order is placed) are: (i) orders or preorders paid for with a Gift Card, eGift Card, or PayPal account; and (ii) orders paid using the in-store "Cash" payment method.

Walmart reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Walmart also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, "reselling" will be defined as purchasing or intending to purchase any Product(s) from Walmart for the purpose of engaging in a commercial sale of the same Product(s) to a third party.

In addition to any other remedies available to it, Walmart may in its sole discretion restrict or terminate your account, or cancel or refuse orders for violations of, or abuse of the Walmart returns policy.

B. Pricing Information; Availability

Walmart cannot confirm the price or availability of an item until after your order is placed. Pricing or availability errors may occur on the Walmart Sites or through Marketplace Retailers. The receipt of an order confirmation does not constitute our acceptance of an

order or our confirmation of an offer to sell a Product. Walmart reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Walmart. Walmart may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the Walmart Sites or from prices available in Walmart stores or on Walmart Apps.

C. Promotional Codes

Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

D. Gift Cards

The risk of loss and title to any gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable. Your purchase and use of gift cards is subject to the full terms and conditions related to gift cards, available at <https://walmart.com/help/article/Gift-Card-Terms-and-Conditions/9881a4e10ab24dbe8f406df5c75acefd>.

9. Shipping and Delivery

Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Walmart Sites. All transactions are made pursuant to a shipping contract, and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier.

Delivery of Products purchased from the Walmart Sites to addresses outside the United States is limited. Some Products also have restricted delivery within the United States. Delivery restrictions are available at <https://www.walmart.com/help/channel/shipping-delivery-pickup/15a9c7156d454a4084a6696cd12dfb09>. Some Products may be available for pick up at physical Walmart store locations. Estimated delivery times are determined based on the method of shipping chosen when Products are purchased and the destination of the Products.

10. Export Policy

You acknowledge that (a) goods licensed or sold on the Walmart Sites, and (b) any software or technology purchased, downloaded, or used from the Walmart Sites, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that no Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively “transferred”) to any territory (or national resident thereof), person, entity, or organization to which such Materials could not be transferred directly from the United States or by a U.S. person without a license, including without limitation to any person on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List.

11. Intellectual Property

The Walmart Sites and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights there (collectively, the “IP”) are owned or controlled by or licensed to Walmart, and are protected by U.S. and international trademark, copyright, and other intellectual property laws. Materials are licensed (not sold) to end users. Subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Sites, you may access, view, download, and print the Materials for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Materials; (2) do not modify or alter the Materials in any way; and (3) do not provide or make available the Materials to any third party in a commercial manner. In addition, subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Apps, we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Walmart Apps on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of these Terms of Use, you must immediately cease using the Walmart Apps and remove (that is, uninstall and delete) the Walmart Apps from your mobile device.

No license, right, title, or interest in the Walmart Sites or any Materials is transferred to you as a result of your use of the Walmart Sites or your accessing, viewing, downloading, or printing of the Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Materials or the Walmart Sites. The Walmart Sites and Materials may be used only as a personal shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication,

display, or performance, of the Walmart Sites and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of the Walmart Sites and Materials is the exclusive property of Walmart and is also protected by U.S. and international copyright laws.

WALMART, WAL-MART, the WALMART.COM names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Walmart Sites are trademarks or trade dress of Walmart in the U.S. and other countries. All other marks are the property of their respective companies.

12. Procedure for Making a Claim of Copyright Infringement

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Walmart Sites in a way that constitutes copyright infringement, please see our DMCA Procedure (available at <https://walmart.com/help/article/Claims-of-Intellectual-Property-Infringement/6171b9ac00384f3f920aa14a9c08bdac>) for instructions on how to contact us to report possible copyright infringement.

13. Privacy

You acknowledge that any personal information that you provide through the Walmart Sites will be used by Walmart in accordance with Walmart's Privacy Policy (available at <http://corporate.walmart.com/privacy-security/walmart-privacy-policy>), which may be updated by Walmart from time to time. If you purchase an item on Walmart.com sold by a Marketplace Retailer or a Walmart supplier, Walmart may share certain information with that Marketplace Retailer or supplier to permit the Marketplace Retailer or supplier, as applicable, to fulfill and ship your order, process returns, and provide customer service.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to Walmart and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See the Walmart Privacy Policy for how Walmart treats your data.

14. Third-Party Software & Licensing Notices

The Walmart Sites may include certain third-party technologies and open source materials (collectively, “Third-Party Technology”). Your use of such Third-Party Technology is subject to these Terms of Use, as well as well the applicable terms and conditions of such third parties, set forth at <https://walmart.com/help/article/Third-party-Software-and-Licensing-Notices/a5b3802e3c424fc9ac6872ea93e1c4c5> which is incorporated in these Terms of Use by reference.

15. Promotions

Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, “Promotions”) made available through the Walmart Sites may be governed by rules that are separate from or supplement these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

16. Terms Applicable to Special Walmart Services

A. Walmart Marketplace

Walmart operates an online marketplace program on the Walmart Sites (available at <https://marketplace.walmart.com/>) which enables Marketplace Retailers to sell their products alongside Walmart products and, once an order is placed, to ship such Marketplace Retailers’ products directly to the customer (the “Walmart Marketplace”). Any use of the Walmart Marketplace is subject to the following additional terms:

- When we say “Marketplace Retailer,” we mean any entity or retailer that sells goods or services in the Walmart Marketplace through the Walmart Sites, uses any order processing, fulfillment, shipping, or other services related to the Walmart Marketplace provided by or for Walmart, or uses any platform, portal, web service, application, interface, or other tool provided by or for Walmart in connection with the Walmart Marketplace.
- By purchasing a product from any of our Marketplace Retailers, you acknowledge that all Walmart Marketplace orders will be fulfilled by the third party Marketplace Retailer and not Walmart. The Marketplace Retailer (and not Walmart) will be responsible for all processing, shipping, returns, and customer service related to your Walmart Marketplace order. Products purchased from a Marketplace Retailer can only be returned to that Marketplace Retailer in accordance with its return policy. Each Marketplace Retailer’s shipping information, return policy, customer service information, and Marketplace Privacy Policy can be found on that Marketplace Retailer’s Seller Information page. For other terms that apply to Walmart Marketplace, including important notices and disclosures, see About Marketplace.
- To the fullest extent provided by applicable law, Walmart has no responsibility or liability for any Marketplace Retailer, their products, or representations.

B. iOS Walmart App

In addition to your agreement with these Terms of Use, the following provisions apply with respect to your use of any version of the Walmart App compatible with the iOS operating system of Apple Inc. ("Apple"):

- Apple is not a party to these Terms of Use and does not own and is not responsible for any Walmart App. Apple is not providing any warranty for the Walmart App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Walmart App and will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the Walmart App, including any third-party product liability claims, claims that the Walmart App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Walmart App, including those pertaining to intellectual property rights, must be directed to Walmart in accordance with the "How to Contact Us" section.
- The license you have been granted in these Terms of Use is limited to a non-transferable license to use the Walmart App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the Walmart App, such as your wireless data service agreement.
- You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Use and, upon your acceptance of the terms and conditions of these Terms of Use, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof; notwithstanding the foregoing, Walmart's right to enter into, rescind or terminate any variation, waiver, or settlement under these Terms of Use is not subject to the consent of any third party.

C. Walmart Pay

"Walmart Pay" is a feature built into the Walmart App that allows you to use your smartphone to pay for in-store purchases. Any use of the Walmart Pay service is subject to the following additional terms:

- By using Walmart Pay or otherwise by agreeing to these Terms of Use, you agree to receive an eReceipt in lieu of a paper receipt for all purchases made through Walmart Pay. You must register through a Walmart.com account to receive eReceipts (see below for more information).
- There is no charge from us to use Walmart Pay, but your data service provider's message and data charges may apply. Except as otherwise provided by law, we may block, restrict, suspend or terminate your use of Walmart Pay at any time, without notice, and in our sole discretion.
- All Walmart policies applicable to sales occurring at a store location, including those regarding Ad Match, Price Matching, Coupon use, Returns, and Exchanges, apply to

purchases made through Walmart Pay. We reserve the right to limit the availability of Walmart Pay during specific times, for specific items, or for certain events or promotions. Some products or services may not be eligible for purchase using Walmart Pay, or may require additional verification prior to completion of purchase through Walmart Pay. These products and services may include but are not limited to: tobacco, alcohol, firearms, optical or photo products and services, or products requiring a service agreement such as wireless, automotive, or financial products.

- Your device's camera must be enabled in order to use Walmart Pay to complete the checkout process and to use additional features. Enabling the Walmart App to utilize location services on your device may provide you with access to other Walmart Pay features. You can turn off location services at any time on your device.

D. eReceipts

Certain Walmart Sites may permit or require the use of electronic receipts ("eReceipt") for purchases made by you through a mobile device or other electronic device. Your eReceipt is a digital copy of your Walmart in-store purchase receipt. Any use of the Walmart eReceipt service is subject to the following additional terms:

- To register for eReceipts, you must first have an account with Walmart.com and then validate your mobile number via a text message. Walmart.com accounts are subject to these Terms of Use. If you initiate the registration process for eReceipts at the cash register, you will be required to enter a mobile number into the PIN pad and then validate your mobile number via a text message. By registering for Walmart eReceipts, you consent to receive an automated text message and accept any message and data rates that may apply for receipt of a text message.
- There is no charge from us to use Walmart eReceipts, but your data service provider's message and data charges may apply. Walmart and text message carriers are not liable for delayed or undeliverable messages.
- All information provided to Walmart by users of the Walmart eReceipts will be subject to our Privacy Policy.
- We may alter, suspend, or terminate your use of Walmart eReceipts at any time at our discretion, without notice to you. We are not responsible for any losses associated with your inability to access the Internet and/or Walmart eReceipts. Requesting an eReceipt at the register will not automatically submit your eReceipt. Use of the Walmart eReceipts service is subject to all applicable laws and regulations.

E. Walmart Pickup and Delivery (formerly, Online Grocery Services)

Use of Walmart Pickup and delivery is subject to the following additional terms:

i. Orders

- Once you have placed an order for Walmart Pickup and delivery, we will send you an order acknowledgment by email setting out what you have ordered. This is not an order confirmation or acceptance from us.
- There may be a minimum order value, which may change from time to time. In addition to the price of goods, a delivery charge as shown at checkout, if applicable, will also be payable

by you. All prices quoted are exclusive of tax and you will see estimated taxes and fees when you place the order. The final taxes and fees will be calculated on the day your order is picked and delivered, or picked up, as applicable. In the event your order must be fulfilled using products of different weight or volume than what you ordered, you will be charged only for the actual weight or volume delivered.

- Due to shipment and delivery times, there are limitations on when changes or cancellations to orders can be made. These limitations will be provided when you place your order. For Pickup and delivery orders that are delivered to you, title to the goods purchased by you and the related risk of loss on these items passes to you upon delivery of the items to the carrier.
- We may, in our discretion, provide you with a refund in certain circumstances. If you are not satisfied with your order, please contact the Walmart Pickup and delivery Contact Center at 1-800-924-9206.
- We will not provide you a refund for certain goods which by nature cannot be returned. Such items include items which cannot be resold for health and hygiene reasons once unwrapped (for example body jewelry, mattresses, bedding, certain items of clothing, personal grooming products, medicines, and certain baby products, etc.).
- Notwithstanding the foregoing, all refunds will be subject to our discretion.
- We aim to deliver your goods within the delivery or pickup window you selected when placing your order, but do not guarantee that goods will be delivered or available for pickup on or by a certain date. Walmart will not be liable for delivering the goods outside of the requested delivery or pickup slot or failing to deliver or make available for pickup all or any of the goods in your order.
- We can only deliver to an address stored in your address book in your account.

ii. Walmart Pickup and delivery Pricing

- Pricing for Walmart Pickup and delivery items will be the same prices as if you shopped in the store that packs and delivers the items. If an item's price changes between the time you place your order and the day your order is packed for delivery, we will charge you the lower price. If you have chosen to allow substitutions for your order, and substitutions are made, you will also be charged for the lower priced item. Please note that due to differences in distribution, regional competition, and other factors, prices may vary between stores, and so the prices you see online may not match all stores, only the store where your order is packed. Walmart Pickup and delivery does not match prices from other online or physical stores, or Walmart stores other than the one where your items are picked and packed.

iii. Walmart Pickup and delivery Promotion Codes

- Walmart Pickup and delivery Promotion Codes ("Grocery Promo Codes") are valid only on orders placed for Walmart online grocery services, subject to the terms of this Section. Your use of a Grocery Promo Code indicates your agreement to be bound by these Terms of Use and any Grocery Promo Code terms on the promotion offer itself. Walmart will only honor a Grocery Promo Code if it is used in accordance with all applicable terms.
- Only promotional codes issued by Walmart can be used for Walmart Pickup and delivery services. Grocery Promo Codes cannot be used in Walmart stores. Grocery Promo Codes issued by Walmart are, and will remain, the property of Walmart and are not transferable, cannot be resold, and have no cash value unless otherwise stated. Grocery Promo Codes may not be used for alcohol purchases.
- Grocery Promo Codes can be added to your Walmart Pickup and delivery order by entering the code at checkout or by selecting a saved offer in checkout. To apply a Grocery Promo

Code to your order, you must select it in the "Review Order" section at checkout. Use of a Grocery Promo Code may be subject to you providing proof of entitlement to use the Grocery Promo Code.

- All Grocery Promo Codes have an expiration date after which they cannot be used for any order. Grocery Promo Code values may be adjusted if the total discount value is greater than the value of your order.
- We reserve the right to withdraw or cancel any Grocery Promo Code at any time, either as a whole, or for specific goods or delivery areas. If this happens, then the Grocery Promo Codes may not be used for any orders placed after the date of withdrawal or cancellation. We reserve the right to reject or cancel the use of a Grocery Promo Code where fraud or misuse is suspected. You will have no claim against Walmart in connection with such rejection or cancellation of a Grocery Promo Code. Walmart will not be liable to any customer or household for any financial loss arising out of the cancellation or withdrawal of any Grocery Promo Code or any failure or inability of a customer to use a Grocery Promo Code for any reason.
- Grocery Promo Codes may not be copied, reproduced, published, or distributed directly or indirectly in any form for use by anyone other than the original recipient. By using a Grocery Promo Code, you warrant that you are the duly authorized recipient of it.

F. Walmart Plus Membership

Walmart Plus Membership is subject to terms of use that can be found here: <https://www.walmart.com/help/article/walmart-terms-of-use/de696dfa1dd4423bb1005668dd19b845>

G. Walmart Digital Photo Center

Any use of the Walmart Digital Photo Center (available at www.walmart.com/Photo) is subject to the following additional terms:

- Walmart claims no ownership rights to the photos, photo files, albums, projects, captions, or prints (collectively defined as "Photos"), that you place in your Walmart Digital Photo Center Account. However, by uploading Photos into your Walmart Digital Photo Center Account, you agree to waive all moral rights to those images. In addition, you grant to Walmart a nonexclusive, worldwide, royalty-free, sublicensable license, so we can download, upload, copy, print, display, reproduce, modify, publish, post, transmit, distribute, and otherwise make available the photos included in your Walmart Digital Photo Center Account for the following purposes: (1) displaying displaying Photos to the people you select; (2) fulfilling orders; (3) improving the Walmart Digital Photo Center service and enabling it to work as designed, including by using automated systems and algorithms to analyze and customize your Photos; and (4) developing new technologies and services for Walmart. We will not use or modify your Photos for any purposes other than the foregoing without obtaining your express permission.
- You are responsible for monitoring and creating backup copies of the Photos stored in your account. Walmart Digital Photo Center is not provided to you under any warranty. Walmart will not be liable for any damage to your photos, albums, rolls, or uploads, including but not limited to loss, deletion or alteration.

- Walmart may terminate your service or access to the Walmart Digital Photo Center and delete any and all information, including but not limited to your Photos, without notice, for any reason including, but not limited to (1) your violation of these Terms of Use or other policies set by Walmart elsewhere on the Walmart Sites; (2) online conduct that Walmart believes is harmful to other customers, the business of Walmart, or other third-party information providers; and (3) failure to access your account for one (1) year.
- Walmart reserves the right to disclose any Photos made available by you or any other customers as necessary to satisfy any law, regulation, or governmental request, or to edit, refuse to submit or to remove any Photos, in whole or in part, that in Walmart's judgment are unsuitable or in violation of these Terms of Use or other policy set by Walmart elsewhere on the Walmart Sites. Walmart may delete, move, and edit Photos for any reason, at any time, without notice.
- By making available Photos, you warrant that you are the sole author and owner of the Photos, or that you have obtained all required releases or permissions to permit copying, printing, licensing of the Photos, and your use of the Walmart Digital Photo Center, as set forth in these Terms of Use.
- Walmart reserves the right to require that you obtain a signed copyright release form from the photographer or studio for photographs that are signed, stamped, or otherwise identified by any photographer or studio as copyrighted material, or any photograph that appears to have been taken by a professional photographer or studio, even if it is not marked with any sort of copyright. In such cases, negatives or digital images of a copyrighted image will be returned to you unprinted and you will be provided instructions on how to present Walmart with a signed copyright release. Copyright owner release forms and copyright permission release forms are available in-store at the Walmart Digital Photo Center.
- Walmart will not assist in the copying of any state or federal document, including but not limited to driver's licenses, passports, and social security cards.
- As a convenience to Walmart customers, Walmart may make third-party software available through the Walmart Digital Photo Center either through physical distribution or by download. To use such software, you will agree to the terms and conditions imposed by the third party provider. Unless otherwise stated in any specific agreement, the agreement to use such software will be solely between you and the third party provider.
- Walmart uses commercially reasonable efforts to maintain the availability of the Walmart Digital Photo Center 24 hours a day, 7 days a week, and provide photo processing within the time frame communicated to you. However, Walmart will not be liable to you for any unexpected outage or disruption of service. One-hour photo services are subject to limitations on store equipment and processing capacity, and actual pick-up times may vary.
- Making available any Photos to Walmart for processing, printing, storage, transmission or other handling constitutes an agreement by you that any damage to your Photos or computer system, or any loss of data, by Walmart, its subsidiaries, employees, or agents, even if caused by negligence or other fault, will only entitle you to replacement with a like amount of storage and processing. Except for replacement, to the fullest extent provided by applicable law, the handling of any Photos is not under warranty or liability, and recovery for any incidental or consequential damages is excluded.
- You understand and agree that any Content, including but not limited to Photos and software, downloaded or otherwise obtained through the use of the Walmart Digital Photo Center is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that may result in the download or upload of such material. Your use of the Walmart Digital Photo Center may expose you to Photos you may feel objectionable. You take sole responsibility for such exposure.

H. Reserved.

I. Walmart Registry for Good

Any use of the Walmart Registry for Good (available at <https://walmart.com/registry/registryforgood/welcome>) is subject to the following additional terms:

i. Eligibility

- Participation in Registry for Good Site is limited to Walmart.com accounts that have been associated with an eligible recognized 501(c)(3) organization ("Charity") as verified by Walmart or its third party service provider. Each Walmart.com account may create only one Registry for Good.
- Charities may be required to verify their compliance with these Terms, including verification that the Charity meets, or continues to meet the definition of a charity. Walmart may monitor the Charity's website or other information to verify its compliance with these Terms.

ii. Solicitation

- Charities may elect to make their Registry for Good searchable on the Registry for Good Site or may elect to make the registry private and available only to those who have a link.
- Charities are solely responsible for compliance with all solicitation regulations under each jurisdiction where they promote their Registry for Good, or the Registry for Good Site or any portion thereof.
- Charities acknowledge and agree that they are not entitled to receive, and Walmart will not provide, any identifiable customer information in respect of purchases made from any Registry for Good. Walmart will not promote any Charity or its Registry for Good.

iii. List Address

- Walmart.com customers may purchase items selected by a Charity for its registry and choose to direct Walmart to deliver them to the address designated by the Charity ("List Address") or customers may choose to deliver the items to the Charity directly.
- List Addresses provided by the Charity must be owned or leased by the Charity. Charities must promptly update their List Address (and any other information requested by Walmart) if the Charity address changes or it ceases holding a valid ownership or leasehold interest in the List Address. An agreement with a mail delivery agent or delivery service is not considered a leasehold for purposes of these Terms. By participating in the Registry for Good program, Charities consent and allow Walmart or any of its affiliates to share the List Address with any seller that offers items on your Registry for Good that a customer elects to purchase and send to the Charity List Address.

iv. Charity Promotion

- Charities may only promote or link to their Registry for Good on their own website, user-generated content published through a social media account, or page belonging to the Charity, offline mailings, or email correspondence, and may only use such of Walmart's trademarks or logos, links to the Registry for Good Site, or other Walmart Content Walmart may make available to the Charity, in all cases in accordance with the following restrictions:
 - Charities may not promote or link to the Registry for Good, or the Registry for Good Site, in a way that is misleading, illegal, or confusing to viewers or that does not accurately represent the Registry for Good program.
 - Charities may not state, or imply that Walmart funds, endorses, supports or is otherwise engaged in business with a Charity.
 - Charities may not request, collect, obtain, store, cache, or otherwise use any account information of, or used by, other Walmart customers
 - Charities may not modify, redirect, suppress, or substitute the operation of any button, link, or other feature of the Walmart Content or the Registry for Good Site.
 - Charities may not frame your Registry for Good or the Registry for Good Site, or any part of it, on your own website, social media account, mailings or correspondence. Displaying a link in accordance with these Terms will not be considered framing.
- Walmart reserves the right to terminate any Charity participation in the Registry for Good, or suspend access to the Registry for Good site for violation of these Terms, in addition to any other remedies available to Walmart under these Terms or applicable law.

17. Disclaimer of Warranties

THE WALMART SITES, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART SITES, AND/OR WALMART STORE LOCATIONS, ARE PROVIDED BY WALMART ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WALMART ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WALMART SITES OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WALMART ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE WALMART ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE WALMART SITES IS AT YOUR SOLE RISK. THIS SECTION 17 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY WALMART TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WALMART SITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WALMART SITES MAY NOT BE SECURE AND

MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WALMART ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE WALMART SITES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

18. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WALMART ENTITIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF A WALMART ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE WALMART SITES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE WALMART SITES.

19. Indemnification

You agree to defend (at Walmart's option), indemnify, and hold the Walmart Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Walmart

Sites or any breach by you of these Terms of Use. Walmart reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Walmart if and as requested by Walmart in the defense and settlement of such matter.

20. Disputes & Arbitration; Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the Walmart Sites constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and Walmart will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND WALMART, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT WALMART AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent

necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

These Terms of Use will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of California, without regard to conflicts of law principles.

21. Termination

These Terms of Use are effective unless and until terminated by either you or Walmart. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Walmart Sites. We also may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to the Walmart Sites, if in our sole discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Walmart, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Walmart Sites, as well as all copies of such Content, whether made under these Terms of Use or otherwise. The following sections will survive any termination of these Terms of Use: "Your Use of the Walmart Sites," "Content and Ideas," "Monitoring by Walmart," "Materials Available on the Walmart Sites," "Merchandise," "Third Party Sites," "Placing an Order with Walmart," "Shipping and Delivery," "Export Policy," "Intellectual Property" (excluding the rights granted to you in that Section), "Privacy," "Third-Party Software & Licensing Notices," "Indemnification," "Termination," "Disclaimer of Warranties," "Limitation of Liability," "Disputes & Arbitration," and "General".

22. General

These Terms of Use represent the complete agreement and understanding between you and Walmart and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Walmart. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. The failure of

Walmart to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Walmart's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to these Terms of Use) may be made via posting to the Walmart Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

23. Filtering

This is to notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that we do not endorse any of the products or services listed on such site.

24. How to Contact Us

If you have any questions or comments, please contact us at <https://walmart.com/help>, or by mail at the following address: Walmart.com; 850 Cherry Ave., San Bruno, CA 94066. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Walmart Sites: © 2000-2021 Walmart All Rights Reserved.

Walmart Apps: ©2009-2021 Walmart All Rights Reserved.

EXHIBIT C

Walmart.com Terms of Use – June 3, 2021 @ 11:39 CT

Last Updated ~~Nov.~~May 28, ~~2017~~2021

~~NEW:~~ Please review these ~~Updated~~ Terms of Use ~~(effective 11/28/2017)~~ carefully. ~~They include a binding arbitration clause (see Section~~

IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 20) requiring you and us to arbitrate our claims instead of suing in court, coverage of web and mobile apps, and other new services BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND THE WALMART ENTITIES ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

- ~~Introduction~~
- ~~Your Use of the Walmart Sites~~
- ~~Content and Ideas~~
- ~~Monitoring by Walmart~~
- ~~Materials Available on the Walmart Sites~~
- ~~Merchandise~~
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- ~~Limitation of Liability~~
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- ~~How to Contact Us~~

1. Introduction

Welcome to the family of websites and applications provided by Walmart. These Terms of Use govern your access to and use of all Walmart Sites among other things. By using the Walmart Sites, you affirm that you are of legal age to enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use and your parent or guardian consents to these Terms of Use on your behalf. If you violate or do not agree to these Terms of Use, then your access to and use of the Walmart Sites is unauthorized. Additional terms and conditions apply to some services offered on the Walmart Sites (e.g., Walmart Pharmacy, Walmart +, and Gift Cards) or through other channels. Those terms and conditions can be found where the relevant service is offered on the Walmart Sites or otherwise and are incorporated into these Terms of Use by reference.

DEFINED TERMS: In these Terms of Use:

- When we say “Walmart,” we mean Wal-Mart.com USA, LLC and ~~Wal-Mart Stores, Walmart Inc.,~~ and any subsidiaries of Wal-Mart Stores, Inc. (including any subsidiaries that ~~Wal-Mart Stores, Walmart Inc. may form or acquire in the future~~), and their affiliates, directors, officers, employees and agents. We also refer to Walmart as “we,” “us” and “our.” But when we say “Walmart Entities,” we mean Walmart ~~and~~ its ~~affiliates, its and their~~ suppliers, vendors, contractors, and licensors; ~~and its and their directors, officers, employees, and agents~~.
- When we say “Walmart Sites,” we mean ~~www.walmart.com, the Walmart mobile site~~ https://mobile.walmart.com, the Walmart Apps, and all related functionality, services, and Content offered by or for Walmart on or through www.walmart.com and the Walmart Apps or the systems, servers, and networks used to make the Walmart Sites available.
- When we say “Walmart Apps,” we mean the official “Walmart App” for iPhone and Android, which can be downloaded from the iTunes App Store or the Google Play Store, ~~the “Scan & Go” Mobile App and the “Walmart Grocery” App~~.
- When we say “you” or “your” we mean any user (like you!) of any Walmart Site and any person who has notice of these Terms of Use.

- When we say “Terms of Use,” we mean these Terms of Use and all other terms and policies posted by Walmart on the Walmart Sites (and any updates by Walmart to these Terms of Use and those terms and policies).
- A few other key terms used in these Terms of Use:
- When we say “Content,” we mean merchandise information, product descriptions, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, and written and other materials.)
- When we say “Ideas,” we mean ideas, concepts, feedback, and know-how that you make available in connection with the Walmart Sites.
- When we say “make available,” we mean post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Walmart Sites administrated by third-party social media platforms (e.g., Facebook or Instagram) that allow interaction with the Walmart Sites through the tools offered by such social media platforms).
- When we say “Materials,” we mean Content that Walmart Entities make available on or through the Walmart Sites, including In Store Now information.

~~IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 20 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND WALMART ARE EACH GIVING UP OUR RIGHTS TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.~~

WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS: While there are important points throughout these Terms of Use, please note the warranty disclaimers and limitations on Walmart’s liability explained in Sections 17 and 18, respectively.

UPDATES: We may update these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use through the Walmart Sites. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Use incorporating such changes or otherwise notified you of such changes. By You agree that it your responsibility to regularly check Walmart.com for any updated Terms of Use. In addition, by continuing to use or access any of the Walmart Sites or otherwise engaging with Walmart after we post any changes, you accept the updated Terms of Use. The “Last Updated” legend above indicates when these Terms of Use were last changed.

2. Your Use of the Walmart Sites

You certify that the Content you provide on or through the Walmart Sites is accurate and that the information you provide on or through the Walmart Sites is complete. You are solely responsible for maintaining the confidentiality and security of your account including username, password, and PIN. Walmart is not responsible for any losses arising out of the unauthorized use of your account. You agree

that Walmart does not have any responsibility if you lose or share access to your device. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Walmart Sites. You agree that Walmart is not a party to any such agreement, nor is Walmart responsible for the content, accuracy, or unavailability of any method used for payment. Your account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Walmart Sites or any portion of the Walmart Sites, and (2) charge, modify, or waive any fees required to use any services, functionality or other content available through the Walmart Sites or any portion of the Walmart Sites.

- In connection with the Walmart Sites, you will not:
- Make available any Content through or in connection with the Walmart Sites that is or may be in violation of the content guidelines set forth in Section 3.C (Prohibited Content) below.
- Make available through or in connection with the Walmart Sites any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
- Use the Walmart Sites for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Walmart Sites.
- Interfere with or disrupt the operation of the Walmart Sites or the systems, servers, or networks used to make the Walmart Sites available, including by hacking or defacing any portion of the Walmart Sites; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Walmart Sites.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Walmart Sites except as expressly authorized in these Terms of Use, without Walmart's express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the Walmart Sites, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from the Walmart Sites.
- Frame or mirror any portion of the Walmart Sites, or otherwise incorporate any portion of the Walmart Sites into any product or service, unless you obtain Walmart's express prior written consent to do so.
- Systematically download and store any Materials.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Materials, or reproduce or circumvent the

navigational structure or presentation of the Walmart Sites, without Walmart's express prior written consent.

- Cause injury to any person or entity.
- Violate any law, rule, or regulation, or these Terms of Use.
- You will not use the Walmart Sites or Walmart's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Walmart trademark, logo, URL, or product name without Walmart's written consent;
- You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms of Use.

3. Content and Ideas

A. Submitting Content and Ideas

Walmart provides functionality that enables users to make available Content and Ideas in connection with the Walmart Sites. Any text in Content should be written in English. You acknowledge and agree that you are responsible for all Content and Ideas you make available in connection with any Walmart Site. You represent and warrant that (1) you have the authority to grant the rights in such Content and Ideas as set forth in these Terms of Use, including in Section 3(B) below; and (2) such Content and Ideas, and the use of such Content and Ideas, will not violate any term of these Terms of Use. This means you will be responsible for the legality, the accuracy, the appropriateness, the originality, and your rights in any such Content and Ideas.

B. Walmart's Rights to Use Content and Ideas

You grant to Walmart a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) any Content that you make available, in any media or medium, and in any form, format, or forum now known or hereafter developed. You further agree that Walmart is free to use any Ideas for any purpose. Walmart may sublicense its rights in Content and Ideas through multiple tiers of sublicenses. Walmart is, and will be, under no obligation (1) to maintain any Content or Idea in confidence; (2) to pay any compensation for any Content or Idea; or (3) to respond to any Content or Idea. You grant to Walmart the right to use any name associated with any Content or Idea that you make available to Walmart, although Walmart has no obligation to exercise such right, or to otherwise provide any attribution for any Content or Idea.

C. Prohibited Content

You agree that you will not make available Content in connection with the Walmart Sites that:

- is false, fraudulent, inaccurate, or misleading;
- contains your full name(s), or any other confidential personally identifiable information of yourself or others;

- violates any local, state, federal, or international laws or is otherwise tortious;
- is protected by or would infringe on the rights of others (including Walmart), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Walmart in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Walmart;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Walmart, its related entities, employees, and agents;
- violates any policy posted on the Walmart Sites; or
- is intended to cause harm, damage, disable, or otherwise interfere with the Walmart Sites or our partners.

4. Monitoring by Walmart

Walmart will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Walmart Sites, including to determine compliance with these Terms of Use and any other operating rules that may be established by Walmart from time to time. Walmart will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through, the Walmart Sites, for any reason, including violation of these Terms of Use, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Walmart for all claims resulting from any Content you make available.

5. Materials Available on the Walmart Sites

Walmart and its suppliers and licensors may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Walmart Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Walmart Sites, we would appreciate it if you let us know by contacting us at <http://help.walmart.com/-/help>. (Your feedback is a big part of what helps Walmart to get better at helping you!)

NO MATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE WALMART ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

6. Merchandise

The Sites may make available listings, descriptions, and images of goods and services (collectively, “Products”). Such Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

We sell Products for children's use; however, these Products are intended for sale to adults.

Walmart has no liability to you for content on the Walmart Sites that you find to be offensive, indecent, or objectionable. Certain videos, movies, TV programs, video games, computer games, and other Products are labeled with age restrictions or are intended for individuals of certain ages or “mature audiences” only. By ordering an age restricted item, you certify that you satisfy the age restrictions.

Walmart is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Walmart Entity, Marketplace Retailer (as defined below in Section 16.A), our advertisers, or other third parties to whose sites we link.

While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on Walmart Sites, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return), in accordance with Walmart's return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

7. Third Party Sites

References on Walmart Sites to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Walmart is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the Walmart Sites operate or otherwise interact, nor is Walmart responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

8. Placing an Order

A. Order Acceptance and Billing

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through your Walmart.com account, including on Walmart affiliated sites and properties which you access via your Walmart.com account credentials. Walmart participates in account update services offered by some banks. If your bank participates in account updater services, these services will automatically update your card number or expiration date in our system when it changes. If you do not want to have your cards automatically updated, you can opt out of these services by contacting your issuing bank. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Walmart may request a pre- authorization for some orders placed online with a credit or debit card. This pre- authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held.

We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes. You will not be charged for most orders until the order has shipped. Some exceptions (when you will be charged at the time your order is placed) are: (i) orders or preorders paid for with a Gift Card, eGift Card, or PayPal account; and (ii) orders paid using the in-store "Cash" payment method.

Walmart reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be

applied. Walmart also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, "reselling" will be defined as purchasing or intending to purchase any Product(s) from Walmart for the purpose of engaging in a commercial sale of the same Product(s) to a third party.

In addition to any other remedies available to it, Walmart may in its sole discretion restrict or terminate your account, or cancel or refuse orders for violations of, or abuse of the Walmart returns policy.

B. Pricing Information; Availability

Walmart cannot confirm the price or availability of an item until after your order is placed. Pricing or availability errors may occur on the Walmart Sites or through Marketplace Retailers. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product. Walmart reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Walmart. Walmart may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the Walmart Sites or from prices available in Walmart stores or on Walmart Apps.

C. Promotional Codes

Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

D. Gift Cards

The risk of loss and title to any gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable. Your purchase and use of gift cards is subject to the full terms and conditions related to gift cards, available at <https://walmart.com/help/article/Gift-Card-Terms-and-Conditions/9881a4e10ab24dbe8f406df5c75acefd>.
http://help.walmart.com/app/answers/detail/a_id/57.

9. Shipping and Delivery

Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Walmart Sites. All transactions are made pursuant to a shipping contract, and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier.

Delivery of Products purchased from the Walmart Sites to addresses outside the United States is limited. Some Products also have restricted delivery within the United States. Delivery restrictions are available at https://www.walmart.com/eservice/contextual_help_popup.gsp?modId=119

[506/channel/shipping-delivery-pickup/15a9c7156d454a4084a6696cd12dfb09](#). Some Products may be available for pick up at physical Walmart store locations. Estimated delivery times are determined based on the method of shipping chosen when Products are purchased and the destination of the Products.

10. Export Policy

You acknowledge that (a) goods licensed or sold on the Walmart Sites, and (b) any software or technology purchased, downloaded, or used from the Walmart Sites, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that no Materials will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively “transferred”) to any territory (or national resident thereof), person, entity, or organization to which such Materials could not be transferred directly from the United States or by a U.S. person without a license, including without limitation to any person on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List.

11. Intellectual Property

The Walmart Sites and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights there (collectively, the “IP”) are owned or controlled by or licensed to Walmart, and are protected by U.S. and international trademark, copyright, and other intellectual property laws. Materials are licensed (not sold) to end users. Subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Sites, you may access, view, download, and print the Materials for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Materials; (2) do not modify or alter the Materials in any way; and (3) do not provide or make available the Materials to any third party in a commercial manner. In addition, subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart to use the Walmart Apps, we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Walmart Apps on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of these Terms of Use, you must immediately cease using the Walmart Apps and remove (that is, uninstall and delete) the Walmart Apps from your mobile device.

No license, right, title, or interest in the Walmart Sites or any Materials is transferred to you as a result of your use of the Walmart Sites or your accessing, viewing, downloading, or printing of the Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Materials or the Walmart Sites. The Walmart Sites and Materials may be used only as a personal shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Walmart Sites and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of the Walmart Sites and Materials is the exclusive property of Walmart and is also protected by U.S. and international copyright laws.

WALMART, WAL-MART, the WALMART.COM names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the

Walmart Sites are trademarks or trade dress of Walmart in the U.S. and other countries. All other marks are the property of their respective companies.

12. Procedure for Making a Claim of Copyright Infringement

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Walmart Sites in a way that constitutes copyright infringement, please see our DMCA Procedure (available at ~~http://help.walmart.com/app/answers/detail/a_id/254~~) for at https://walmart.com/help/article/Claims-of-Intellectual-Property-Infringement/6171b9ac00384f3f920aa14a9c08bdac) for instructions on how to contact us to report possible copyright infringement.

13. Privacy

You acknowledge that any personal information that you provide through the Walmart Sites will be used by Walmart in accordance with Walmart's Privacy Policy (available at ~~http://corporate.walmart.com/privacy-security/walmart-privacy-policy~~), which may be updated by Walmart from time to time. If you purchase an item on Walmart.com sold by a Marketplace Retailer or a Walmart supplier, Walmart may share certain information with that Marketplace Retailer or supplier to permit the Marketplace Retailer or supplier, as applicable, to fulfill and ship your order, process returns, and provide customer service.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to Walmart and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See the Walmart Privacy Policy for how Walmart treats your data.

14. Third-Party Software & Licensing Notices

The Walmart Sites may include certain third-party technologies and open source materials (collectively, "Third-Party Technology"). Your use of such Third-Party Technology is subject to these Terms of Use, as well as well the applicable terms and conditions of such third parties, set forth at https://walmart.com/help/article/Third-party-Software-and-Licensing-Notices/a5b3802e3c424fc9ac6872ea93e1c4c5 which is incorporated in these Terms of Use by reference.

~~at https://help.walmart.com/app/answers/detail/a_id/1657/kw/software-which-is-incorporated-in-these-Terms-of-Use-by-reference.~~

15. Promotions

Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "Promotions") made available through the Walmart Sites may be governed by rules that are separate from or supplement these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

16. Terms Applicable to Special Walmart Services

A. Walmart Marketplace

Walmart operates an online marketplace program on the Walmart Sites (available at <https://marketplace.walmart.com/>) which enables Marketplace Retailers to sell their products alongside Walmart products and, once an order is placed, to ship such Marketplace Retailers' products directly to the customer (the "Walmart Marketplace"). Any use of the Walmart Marketplace is subject to the following additional terms:

- When we say "Marketplace Retailer," we mean any entity or retailer that sells goods or services in the Walmart Marketplace through the Walmart Sites, uses any order processing, fulfillment, shipping, or other services related to the Walmart Marketplace provided by or for Walmart, or uses any platform, portal, web service, application, interface, or other tool provided by or for Walmart in connection with the Walmart Marketplace.
- By purchasing a product from any of our Marketplace Retailers, you acknowledge that all Walmart Marketplace orders will be fulfilled by the third party Marketplace Retailer and not Walmart. The Marketplace Retailer (and not Walmart) will be responsible for all processing, shipping, returns, and customer service related to your Walmart Marketplace order. Products purchased from a Marketplace Retailer can only be returned to that Marketplace Retailer in accordance with its return policy ~~and cannot be returned to Walmart stores or Walmart.com.~~ Each Marketplace Retailer's shipping information, return policy, customer service information, and Marketplace Privacy Policy can be found on that Marketplace Retailer's Seller Information page. For other terms that apply to Walmart Marketplace, including important notices and disclosures, see About Marketplace (~~at~~http://help.walmart.com/app/answers/detail/a_id/997).~~.~~
- To the fullest extent provided by applicable law, Walmart has no responsibility or liability for any Marketplace Retailer ~~or~~ their products, or representations.

B. iOS Walmart App

In addition to your agreement with these Terms of Use, the following provisions apply with respect to your use of any version of the Walmart App compatible with the iOS operating system of Apple Inc. ("Apple"):

- Apple is not a party to these Terms of Use and does not own and is not responsible for any Walmart App. Apple is not providing any warranty for the Walmart App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Walmart App and will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the Walmart App, including any third- party product liability claims, claims that the Walmart App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Walmart App, including those pertaining to intellectual property rights, must be directed to Walmart in accordance with the "How to Contact Us" section.

- The license you have been granted in these Terms of Use is limited to a non-transferable license to use the Walmart App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the Walmart App, such as your wireless data service agreement.
- You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Use and, upon your acceptance of the terms and conditions of these Terms of Use, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof; notwithstanding the foregoing, Walmart's right to enter into, rescind or terminate any variation, waiver, or settlement under these Terms of Use is not subject to the consent of any third party.

~~C. Mobile Checkout Services~~

~~Walmart Apps may enable customers to scan products at Walmart stores with their mobile devices and use mobile checkout solutions ("Mobile Checkout Services"). Any use of the Mobile Checkout Services is subject to the following additional terms:~~

- ~~• You agree to accurately scan all products before checkout when using any Mobile Checkout Services, and to pay for all products you obtain from any Walmart store. If you are unable to scan any products for any reason (including due to lack of connectivity with your mobile service), please consult with a Walmart employee to make sure all items are reflected on your physical or electronic receipt.~~
- ~~• You agree that Walmart may review the products in your possession and/or your receipt or proof of purchase on your mobile or other electronic device at any time and request that any products be re-scanned, and that any product or order price be re-calculated. In the event you and any Walmart employee calculate different totals for your purchase, the calculation confirmed by the Walmart employee will be the amount payable by you.~~
- ~~• You agree to fully cooperate with us and our employees during your use of any Mobile Checkout Services, including by providing any identification or verification required for the purchase of certain products.~~
- ~~• We may restrict, suspend, or terminate your right to use any Mobile Checkout Services at any time in our sole discretion. We may cease or suspend offering any Mobile Checkout Services at any time without notice to you.~~

~~D~~C. Walmart Pay

“Walmart Pay” is a feature built into the Walmart App that allows you to use your smartphone to pay for in-store purchases. Any use of the Walmart Pay service is subject to the following additional terms:

- By using Walmart Pay or otherwise by agreeing to these Terms of Use, you agree to receive an eReceipt in lieu of a paper receipt for all purchases made through Walmart Pay. You must register through a Walmart.com account to receive eReceipts (see below for more information).
- There is no charge from us to use Walmart Pay, but your data service provider’s message and data charges may apply. Except as otherwise provided by law, we may block, restrict, suspend or terminate your use of Walmart Pay at any time, without notice, and in our sole discretion.
- All Walmart policies applicable to sales occurring at a store location, including those regarding Ad Match, Price Matching, Coupon use, Returns, and Exchanges, apply to purchases made through Walmart Pay. We reserve the right to limit the availability of Walmart Pay during specific times, for specific items, or for certain events or promotions.
- ~~Some~~ Some products or services may not be eligible for purchase using Walmart Pay, or may require additional verification prior to completion of purchase through Walmart Pay. These products and services may include but are not limited to: tobacco, alcohol, firearms, optical or photo products and services, or products requiring a service agreement such as wireless, automotive, or financial products.
- Your device’s camera must be enabled in order to use Walmart Pay to complete the checkout process and to use additional features. Enabling the Walmart App to utilize location services on your device may provide you with access to other Walmart Pay features. You can turn off location services at any time on your device.

~~E~~D. eReceipts

Certain Walmart Sites may permit or require the use of electronic receipts (“eReceipt”) for purchases made by you through a mobile device or other electronic device. Your eReceipt is a digital copy of your Walmart in-store purchase receipt. Any use of the Walmart eReceipt service is subject to the following additional terms:

- To register for eReceipts, you must first have an account with Walmart.com and then validate your mobile number via a text message. Walmart.com accounts are subject to these Terms of Use. If you initiate the registration process for eReceipts at the cash register, you will be required to enter a mobile number into the PIN pad and then validate your mobile number via a text message. By registering for Walmart eReceipts, you consent to receive an automated text message and accept any message and data rates that may apply for receipt of a text message.

- There is no charge from us to use Walmart eReceipts, but your data service provider's message and data charges may apply. Walmart and text message carriers are not liable for delayed or undeliverable messages.
- All information provided to Walmart by users of the Walmart eReceipts will be subject to our Privacy Policy.
- We may alter, suspend, or terminate your use of Walmart eReceipts at any time at our discretion, without notice to you. We are not responsible for any losses associated with your inability to access the Internet and/or Walmart eReceipts. Requesting an eReceipt at the register will not automatically submit your eReceipt. Use of the Walmart eReceipts service is subject to all applicable laws and regulations.

~~¶E.~~ Walmart Pickup and Delivery (formerly, Online Grocery Services)

~~Any use~~Use of the Walmart ~~Grocery service (available at <http://grocery.walmart.com/>)~~Pickup and delivery is subject to the following additional terms:

i. Orders

- Once you have placed an order for Walmart ~~online grocery services~~Pickup and delivery, we will send you an order acknowledgment by email setting out what you have ordered. This is not an order confirmation or acceptance from us.
- There may be a minimum order value, which may change from time to time. In addition to the price of goods, a delivery charge as shown at checkout, if applicable, will also be payable by you. All prices quoted are exclusive of tax and you will see estimated taxes and fees when you place the order. The final taxes and fees will be calculated on the day your order is picked and delivered, or picked up, as applicable. In the event your order must be fulfilled using products of different weight or volume than what you ordered, you will be charged only for the actual weight or volume delivered.
- Due to shipment and delivery times, there are limitations on when changes or cancellations to orders can be made. These limitations will be provided when you place your order. For ~~grocery~~Pickup and delivery orders that are delivered to you, title to the goods purchased by you and the related risk of loss on these items passes to you upon delivery of the items to the carrier.
- We may, in our discretion, provide you with a refund in certain circumstances. If you are not satisfied with your order, please contact the Walmart ~~Grocery~~Pickup and delivery Contact Center at 1-800-924-9206.
- We will not provide you a refund for certain goods which by nature cannot be returned. Such items include items which cannot be resold for health and hygiene reasons once unwrapped (for example body jewelry, mattresses, bedding, certain items of clothing, personal grooming products, medicines, and certain baby products, etc.).
- Notwithstanding the foregoing, all refunds will be subject to our discretion.

~~ii. Walmart Online Grocery Services Delivery and Pickup~~

- We aim to deliver your goods within the delivery or pickup window you selected when placing your order, but do not guarantee that goods will be delivered or available for pickup on or by a certain date. Walmart will not be liable for delivering the goods outside of the requested delivery or pickup slot or failing to deliver or make available for pickup all or any of the goods in your order.
- We can only deliver to an address stored in your address book in your account.

ii. ~~on the~~ Walmart ~~Grocery Site.~~

iii. ~~Walmart Online Grocery Services~~ Pickup and delivery Pricing

- Pricing for Walmart ~~Grocery~~ Pickup and delivery items will be the same prices as if you shopped in the store that packs and delivers the items. If an item's price changes between the time you place your order and the day your order is packed for delivery, we will charge you the lower price. If you have chosen to allow substitutions for your order, and substitutions are made, you will also be charged for the lower priced item. Please note that due to differences in distribution, regional competition, and other factors, prices may vary between stores, and so the prices you see online may not match all stores, only the store where your order is packed. Walmart ~~Grocery~~ Pickup and delivery does not match prices from other online or physical stores, or Walmart stores other than the one where your items are picked and packed.

iv. ~~Walmart Online Grocery Services~~ Pickup and delivery Promotion Codes

- Walmart ~~Grocery~~ Pickup and delivery Promotion Codes ("Grocery Promo Codes") are valid only on orders placed for Walmart online grocery services, subject to the terms of this Section. Your use of a Grocery Promo Code indicates your agreement to be bound by these Terms of Use and any Grocery Promo Code terms on the promotion offer itself. Walmart will only honor a Grocery Promo Code if it is used in accordance with all applicable terms.
- Only promotional codes issued by Walmart can be used for Walmart ~~online-grocery~~ Pickup and delivery services. Grocery Promo Codes cannot be used in Walmart stores. Grocery Promo Codes issued by Walmart are, and will remain, the property of Walmart and are not transferable, cannot be resold, and have no cash value unless otherwise stated. Grocery Promo Codes may not be used for alcohol purchases.
- Grocery Promo Codes can be added to your Walmart ~~online-grocery~~ Pickup and delivery order by entering the code at checkout or by selecting a saved offer in checkout. To apply a Grocery Promo Code to your order, you must select it in the "Review Order" section at checkout. Use of a Grocery Promo Code may be subject to you providing proof of entitlement to use the Grocery Promo Code.
- All Grocery Promo Codes have an expiration date after which they cannot be used for any order. Grocery Promo Code values may be adjusted if the total discount value is greater than the value of your order.
- We reserve the right to withdraw or cancel any Grocery Promo Code at any time, either as a whole, or for specific goods or delivery areas. If this happens, then the Grocery Promo Codes may not be

used for any orders placed after the date of withdrawal or cancellation. We reserve the right to reject or cancel the use of a Grocery Promo Code where fraud or misuse is suspected. You will have no claim against Walmart in connection with such rejection or cancellation of a Grocery Promo Code. Walmart will not be liable to any customer or household for any financial loss arising out of the cancellation or withdrawal of any Grocery Promo Code or any failure or inability of a customer to use a Grocery Promo Code for any reason.

- Grocery Promo Codes may not be copied, reproduced, published, or distributed directly or indirectly in any form for use by anyone other than the original recipient. By using a Grocery Promo Code, you warrant that you are the duly authorized recipient of it.

F. Walmart Plus Membership

Walmart Plus Membership is subject to terms of use that can be found here:

<https://www.walmart.com/help/article/walmart-terms-of-use/de696dfa1dd4423bb1005668dd19b845>

G. Walmart Digital Photo Center

Any use of the Walmart Digital Photo Center (available at www.walmart.com/Photo) is subject to the following additional terms:

- Walmart claims no ownership rights to the photos, photo files, albums, projects, captions, or prints (collectively defined as "Photos"), that you place in your Walmart Digital Photo Center Account. However, by uploading Photos into your Walmart Digital Photo Center Account, you agree to waive all moral rights to those images. In addition, you grant to Walmart a nonexclusive, worldwide, royalty-free, sublicensable license, so we can download, upload, copy, print, display, reproduce, modify, publish, post, transmit, distribute, and otherwise make available the photos included in your Walmart Digital Photo Center Account for the ~~purpose of~~ following purposes: (1) displaying displaying Photos to the people you select; (2) fulfilling orders; (3) improving the Walmart Digital Photo Center service and enabling it to fulfill orders; work as designed, including by using automated systems and algorithms to analyze and customize your Photos; and (4) developing new technologies and services for Walmart. We will not use or modify your Photos for ~~marketing purposes or any other purposes~~ other than the foregoing without obtaining your express permission.
- You are responsible for monitoring and creating backup copies of the Photos stored in your account. Walmart Digital Photo Center is not provided to you under any warranty. Walmart will not be liable for any damage to your photos, albums, rolls, or uploads, including but not limited to loss, deletion or alteration.
- Walmart may terminate your service or access to the Walmart Digital Photo Center and delete any and all information, including but not limited to your Photos, without notice, for any reason including, but not limited to (1) your violation of these Terms of Use or other policies set by Walmart elsewhere on the Walmart Sites; (2) online conduct that Walmart believes is harmful to other customers, the business of Walmart, or other third-party information providers; and (3) failure to access your account for one (1) year.

- Walmart reserves the right to disclose any Photos made available by you or any other customers as necessary to satisfy any law, regulation, or governmental request, or to edit, refuse to submit or to remove any Photos, in whole or in part, that in Walmart's judgment are unsuitable or in violation of these Terms of Use or other policy set by Walmart elsewhere on the Walmart Sites. Walmart may delete, move, and edit Photos for any reason, at any time, without notice.
- By making available Photos, you warrant that you are the sole author and owner of the Photos, or that you have obtained all required releases or permissions to permit copying, printing, licensing of the Photos, and your use of the Walmart Digital Photo Center, as set forth in these Terms of Use.
- Walmart reserves the right to require that you obtain a signed copyright release form from the photographer or studio for photographs that are signed, stamped, or otherwise identified by any photographer or studio as copyrighted material, or any photograph that appears to have been taken by a professional photographer or studio, even if it is not marked with any sort of copyright. In such cases, negatives or digital images of a copyrighted image will be returned to you unprinted and you will be provided instructions on how to present Walmart with a signed copyright release. Copyright owner release forms and copyright permission release forms are available in-store at the Walmart Digital Photo Center.
- Walmart will not assist in the copying of any state or federal document, including but not limited to driver's licenses, passports, and social security cards.
- As a convenience to Walmart customers, Walmart may make third-party software available through the Walmart Digital Photo Center either through physical distribution or by download. To use such software, you will agree to the terms and conditions imposed by the third party provider. Unless otherwise stated in any specific agreement, the agreement to use such software will be solely between you and the third party provider.
- Walmart uses commercially reasonable efforts to maintain the availability of the Walmart Digital Photo Center 24 hours a day, 7 days a week, and provide photo processing within the time frame communicated to you. However, Walmart will not be liable to you for any unexpected outage or disruption of service. One-hour photo services are subject to limitations on store equipment and processing capacity, and actual pick-up times may vary.
- Making available any Photos to Walmart for processing, printing, storage, transmission or other handling constitutes an agreement by you that any damage to your Photos or computer system, or any loss of data, by Walmart, its subsidiaries, employees, or agents, even if caused by negligence or other fault, will only entitle you to replacement with a like amount of storage and processing. Except for replacement, to the fullest extent provided by applicable law, the handling of any Photos is not under warranty or liability, and recovery for any incidental or consequential damages is excluded.
- You understand and agree that any Content, including but not limited to Photos and software, downloaded or otherwise obtained through the use of the Walmart Digital Photo Center is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that may result in the download or upload of such material. Your use of the Walmart Digital Photo Center may expose you to Photos you may feel objectionable. You take sole responsibility for such exposure.

H. ~~Scan & Go Mobile App~~Reserved.

I. Walmart Registry for Good

Any use of the Walmart ~~Scan & Go App~~ ("~~SNG App~~")Registry for Good (available at <https://walmart.com/registry/registryforgood/welcome>) is subject to the following additional terms:

i. Eligibility

- Participation in Registry for Good Site is limited to Walmart.com accounts that have been associated with an eligible recognized 501(c)(3) organization ("Charity") as verified by Walmart or its third party service provider. Each Walmart.com account may create only one Registry for Good.
- Charities may be required to verify their compliance with these Terms, including verification that the Charity meets, or continues to meet the definition of a charity. Walmart may monitor the Charity's website or other information to verify its compliance with these Terms.

ii. Solicitation

- Charities may elect to make their Registry for Good searchable on the Registry for Good Site or may elect to make the registry private and available only to those who have a link.
- Charities are solely responsible for compliance with all solicitation regulations under each jurisdiction where they promote their Registry for Good, or the Registry for Good Site or any portion thereof.
- Charities acknowledge and agree that they are not entitled to receive, and Walmart will not provide, any identifiable customer information in respect of purchases made from any Registry for Good. Walmart will not promote any Charity or its Registry for Good.

iii. List Address

- Walmart.com customers may purchase items selected by a Charity for its registry and choose to direct Walmart to deliver them to the address designated by the Charity ("List Address") or customers may choose to deliver the items to the Charity directly.
- List Addresses provided by the Charity must be owned or leased by the Charity. Charities must promptly update their List Address (and any other information requested by Walmart) if the Charity address changes or it ceases holding a valid ownership or leasehold interest in the List Address. An agreement with a mail delivery agent or delivery service is not considered a leasehold for purposes of these Terms. By participating in the Registry for Good program, Charities consent and allow Walmart or any of its affiliates to share the List Address with any seller that offers items on your Registry for Good that a customer elects to purchase and send to the Charity List Address.

iv. Charity Promotion

- Charities may only promote or link to their Registry for Good on their own website, user-generated content published through a social media account, or page belonging to the Charity, offline

mailings, or email correspondence, and may only use such of Walmart's trademarks or logos, links to the Registry for Good Site, or other Walmart Content Walmart may make available to the Charity, in all cases in accordance with the following restrictions:

- Charities may not promote or link to the Registry for Good, or the Registry for Good Site, in a way that is misleading, illegal, or confusing to viewers or that does not accurately represent the Registry for Good program.
- Charities may not state, or imply that Walmart funds, endorses, supports or is otherwise engaged in business with a Charity.
- Charities may not request, collect, obtain, store, cache, or otherwise use any account information of, or used by, other Walmart customers
- Charities may not modify, redirect, suppress, or substitute the operation of any button, link, or other feature of the Walmart Content or the Registry for Good Site.
- Charities may not frame your Registry for Good or the Registry for Good Site, or any part of it, on your own website, social media account, mailings or correspondence. Displaying a link in accordance with these Terms will not be considered framing.
- Walmart reserves the right to terminate any Charity participation in the Registry for Good, or suspend access to the Registry for Good site for violation of these Terms, in addition to any other remedies available to Walmart under these Terms or applicable law.

17. Disclaimer of Warranties

THE WALMART SITES, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART SITES, AND/OR WALMART STORE LOCATIONS, ARE PROVIDED BY WALMART ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WALMART ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WALMART SITES OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART SITES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WALMART ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE WALMART ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THE WALMART SITES. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE WALMART SITES IS AT YOUR SOLE RISK. THIS SECTION 17 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY WALMART TO YOU THROUGH THE WALMART SITES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WALMART SITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WALMART SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WALMART ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE WALMART SITES. SOME STATES

DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

18. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, WALMART ENTITIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ~~ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WALMART SITES,~~ EVEN IF AN AUTHORIZED REPRESENTATIVE OF A WALMART ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE

LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE WALMART SITES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO WALMART ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE WALMART SITES.

19. Indemnification

You agree to defend (at Walmart's option), indemnify, and hold the Walmart Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Walmart Sites or any breach by you of these Terms of Use. Walmart reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Walmart if and as requested by Walmart in the defense and settlement of such matter.

20. Disputes & Arbitration; Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the ~~LAWSUIT IN COURT. Using or accessing the~~ Walmart Sites constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and Walmart will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND WALMART, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT WALMART AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

~~PARTICIPATE IN A CLASS ACTION~~-The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at

~~<http://www.jamsadr.com/rules-streamlined-arbitration>~~ ~~The Minimum Standards are available at~~
~~<http://www.jamsadr.com/consumer-arbitration>~~.

at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. -The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or ~~relief providing for specific performance of these Terms of Use, but only to the extent~~ necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

These Terms of Use will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of California, without regard to conflicts of law principles.

21. Termination

These Terms of Use are effective unless and until terminated by either you or Walmart. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Walmart Sites. We also may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to the Walmart Sites, if in our sole discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Walmart, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Walmart Sites, as well as all copies of such Content, whether made under these Terms of Use or otherwise.

The following sections will survive any termination of these Terms of Use: "Your Use of the Walmart Sites," "Content and Ideas," "Monitoring by Walmart," "Materials Available on the Walmart Sites," "Merchandise," "Third Party Sites," "Placing an Order with Walmart," "Shipping and Delivery," "Export Policy," "Intellectual Property" (excluding the rights granted to you in that Section), "Privacy," "Third-Party Software & Licensing Notices," "Indemnification," "Termination," "Disclaimer of Warranties," "Limitation of Liability," "Disputes & Arbitration," and "General".

22. General

These Terms of Use represent the complete agreement and understanding between you and Walmart and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and shall not be construed—to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Walmart. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. The failure of Walmart to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Walmart's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation."

Notices to you (including notices of changes to these Terms of Use) may be made via posting to the Walmart Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

23. Filtering

This is to notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that we do not endorse any of the products or services listed on such site.

24. How to Contact Us

If you have any questions or comments, please contact us at <https://help.walmart.com/help>, or by mail at the following address: Walmart.com; 850 Cherry Ave., San Bruno, CA 94066.

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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